

DATED 15 February 2014

ABACUS PROJECTS LIMITED

- and -

THE COUNCIL OF THE BOROUGH OF TORBAY

- and -

~~EULER HERMES UK~~

Euler Hermes Europe S.A. (N.V.)





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AGREEMENT

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Under Sections 38 and 278 of the Highways Act 1980  
and Section 33 of the Local Government  
(Miscellaneous Provisions) Act 1982  
relating to development at  
Brixham Road, Kingsway Road and  
the White Rock Business Park,  
Paignton, Devon

AN AGREEMENT  
BETWEEN

25<sup>th</sup> day of February

2014

1. **ABACUS PROJECTS LIMITED** a company registered in England and Wales under Company Number 1460919) and whose registered office is at Eaton Court, Maylands Avenue, Hemel Hempstead, Hertfordshire HP2 7TR. (the "**Developer**");
2. **THE COUNCIL OF THE BOROUGH OF TORBAY** of The Town Hall Castle Circus Torquay Devon TQ1 3DR (the "**Council**"); and
3. ~~**EULER HERMES UK** a UK establishment with registered number BR015404 and whose registered office is at 1 Canada Square London E14 5DX, which is a UK establishment of Hermes Europe S.A.(N.V.) a company registered in Belgium under company number EC030408 and whose registered office is 56 Avenue Des Arts, Brussels B1000, Belgium (the "**Surety**").~~

**Euler Hermes Europe S.A. (N.V.)**  
**registered branch Euler Hermes UK**  
**1 Canada Square**  
**London E14 5DX**

**WHEREAS:**

- (1) The Council is the Local Highway Authority.
- (2) The Developer is the estate owner in fee simple absolute in possession free from encumbrances of the land known at Waddeton Close, White Rock Farm, and other land on the south west side of Brixham Road, Paignton registered under Title Numbers DN41737, DN83715 and DN346107 shown shaded grey and green on the Plan
- (3) The land within Title Numbers DN41737, DN83715 and DN346107 includes the site of the proposed road or roads shown coloured grey and green and all other land required for the Works hereinafter referred to and is desirous of making up the road or roads so that the same shall become a highway or highways maintainable at public expense.
- (4) The Developer has requested that when the Works have been executed and maintained as hereinafter appearing the Council shall undertake the maintenance of the Road or Roads as a highway or highways maintainable at the public expense

which the Council has agreed to do upon the terms and conditions hereinafter appearing.

- (5) The Council is requiring that the Developer execute certain works upon the public highway at Brixham Road and Kingsway Road, Paignton as hereinafter described and the Council is satisfied that those highway works will be of benefit to the public.

**N O W** in pursuance of Sections 38 and 278 of the Highways Act 1980 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 **IT IS HEREBY AGREED AND DECLARED** by and between the parties hereto as follows:

**1. INTERPRETATION:**

**IN** this Agreement where the context so admits:

- 1.1 the "Certificate of Substantial Completion " means the Certificate to be issued on satisfactory completion of the Highway Works in accordance with Clause 11 hereof;

- 1.2 The "Drawings" mean the drawings and section drawings marked project no. A076529 and numbered:-

- 1001 Revision A;
- 1002 Revision A;
- 1101 Revision D;
- 1102 Revision B;
- 1103 Revision B;
- 1201 Revision A;
- 1202 Revision A;
- 1203 Revision A;
- 1204 Revision A;
- 1301 Revision D;
- 1310 Revision B;
- 1401 Revision C;
- 1402 Revision A;
- 1411 Revision B;

- 1412 Revision A;
- 1550 Revision D;
- 1551 Revision B;
- 1552 Revision C;
- 1801 Revision 0;
- 1802 Revision A;
- 1811 Revision D;
- 1812 Revision B; and
- White Rock Sheet lighting design

annexed hereto signed by or on behalf of the parties hereto and any additional or amended such drawing approved and signed by or on behalf of the Proper Officer;

- 1.3 the "Final Certificate" means the Certificate to be issued on satisfactory completion of the maintenance period for the Works or the Highway Works in accordance with Clause 15 hereof;
- 1.4 the "Highways Works" means the works to be executed upon that part of the public highway shown shaded yellow on the Plan and described in Part 3 of the Schedule;
- 1.5 the "Part 1 Certificate" means the Certificate to be issued on satisfactory completion of the Part 1 Works in accordance with Clause 9 hereof;
- 1.6 the "Part 1 Works" means the works referred to in Part 1 of the Schedule hereto
- 1.7 the "Part 2 Certificate" means the Certificate to be issued on satisfactory completion of the Part 2 Works in accordance with Clause 12 hereof;
- 1.8 the "Part 2 Works" means the works referred to in Part 2 of the Schedule hereto
- 1.9 the "Plan" means the Drawing no. 1811 Revision B annexed hereto
- 1.10 the "Programme of Works" means that referred to in clause 5;
- 1.11 the "Proper Officer" means the officer of the Council for the time being appointed for the purposes of this agreement or of any provision contained herein;
- 1.12 the "Road or Roads" unless otherwise required means the carriageways and footways of the road or roads referred to in this Agreement including any off site highway drainage shown on the Drawings and includes the footpaths street lighting





DO NOT SCALE: CONTRACTOR TO CHECK ALL DIMENSIONS AND REPORT ANY DISCREPANCIES OR ERRORS

Notes

1. Topographical survey carried out by Deely Surveying Ltd, reference WYB/Survey/Topo1 Rev. 0, 05 September 2013.

For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

*DM* *R*

FOR APPROVAL

REV	DESCRIPTION	BY	CHK	APP	DATE
A	Drawing revised to suit corrected top survey.	WCE	SPS	DJB	11.08.13

Client:

DEELEY FREED LTD

REPRODUCTION RIGHTS  
21-22 LOWER PARK ROAD  
BRENTOL  
BS4 9PP

Tel: WYB: +44 (0)117 923 4262  
Tel: BSA: +44 (0)117 211 6367  
Fax: +44 (0)117 923 4269



Project:  
WHITE ROCK URBAN EXTENSION  
TORBAY

Drawing Title:  
TOPOGRAPHICAL SURVEY  
BRODHAM ROAD

Scale	Drawn	Date	Checked	Date	Approved	Date
1:500	WCE	18.04.13	S.P.S.	23.04.13	D.J.B.	23.04.13
Product No.	Client	Type	Drawing No.	Revision		
A076529	28	C	1001	A		

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For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

*on R*

FOR APPROVAL

REV	DESCRIPTION	BY	CHK	APP	DATE
A	Issued for construction				11.08.13

DEBLY FREED LTD



WHITE ROCK URBAN EXTENSION  
TORBAY

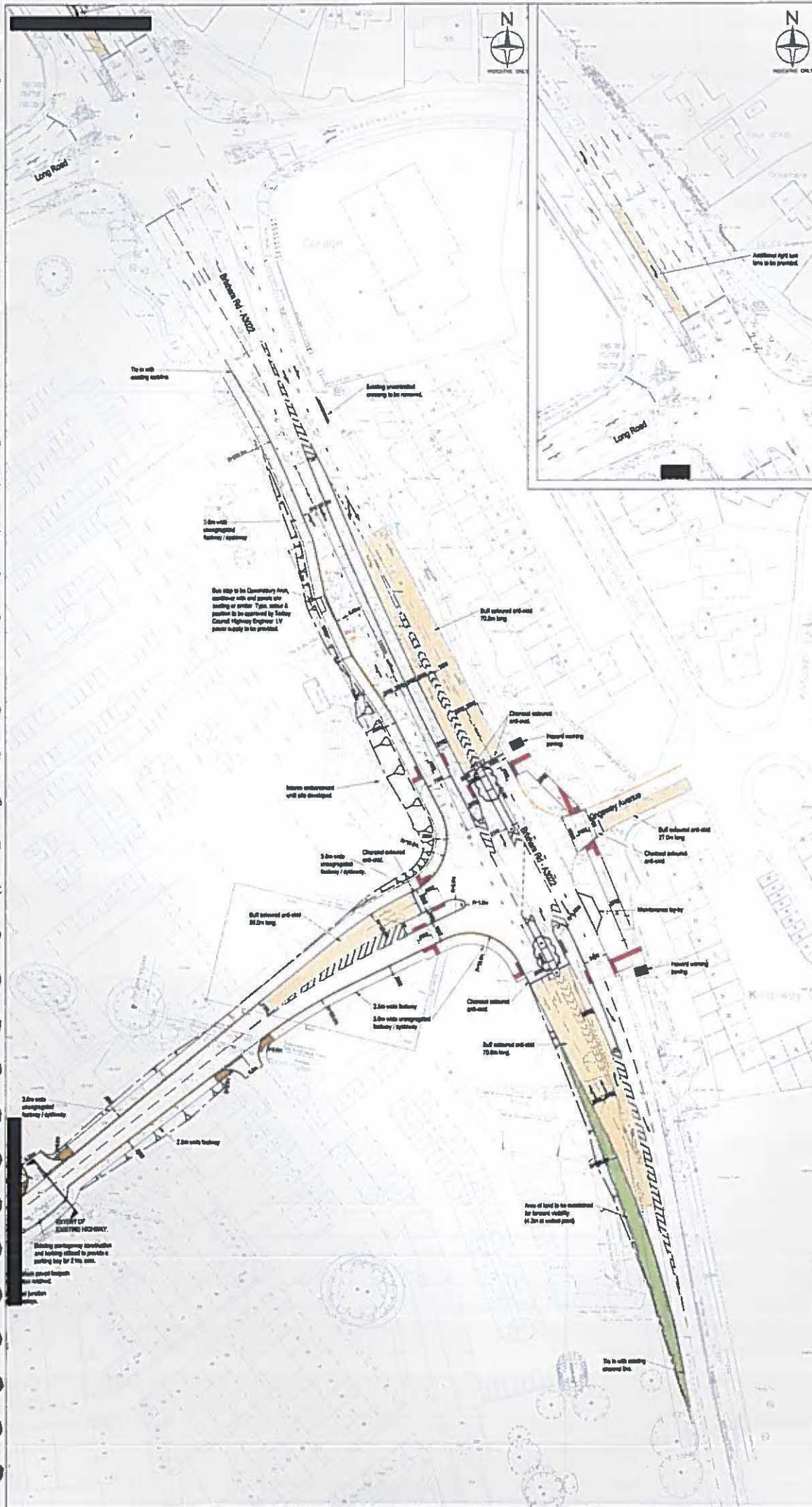
TOPOGRAPHICAL SURVEY  
INTERNAL ROAD

Scale	AI	Scale	AI	Scale	AI	Scale	AI	Scale	AI
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1:1000	1:1000	1:1000	1:1000	1:1000	1:1000	1:1000	1:1000	1:1000	1:1000
1:1000	1:1000	1:1000	1:1000	1:1000	1:1000	1:1000	1:1000	1:1000	1:1000

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DO NOT SCALE. CONTRACTOR TO CHECK ALL DIMENSIONS AND REPORT ANY DISCREPANCIES OR ERRORS

**Rev.**  
1 In high level, within submitted general layout  
Proposed 1.0m or greater approval. Current type with  
top right gap and 1000 for arrangement to Type 5A.

**Notes.**  
1 Refer to Drawing No. 1411 for sub-plot qualification.

For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

*Handwritten signature/initials*

FOR APPROVAL

D	Initial layout plan created in AutoCAD	EC2	SP5	030	11.01.13
C	Drawing submitted to suit Torbay Council	EC2	SP5	030	04.12.13
B	Drawing submitted to suit Torbay Council	EC2	SP5	030	11.08.13
A	Drawing submitted for technical approval	EC2	SP5	030	24.04.13
004	Traffic crossing on southern arm	EC2	SP5	030	22.11.12
003	Traffic crossing on northern arm	EC2	SP5	030	07.11.12
002	Right turn lane and additional side access	EC2	SP5	030	07.09.12
001	First submission	EC2	SP5	030	04.04.12
REV	DESCRIPTION	BY	CHK	APP	DATE

Drawn:  
DEELEY FREED LTD

ROPERMAN COURT  
11-12 LOWER PARK ROAD  
TORBAY  
DEV EX9 6SR

Tel: 01747 221 4300  
Fax: 01747 221 4300  
E-mail: info@wfg.co.uk



Project:  
WHITE ROCK URBAN EXTENSION  
TORBAY

Drawing Title:  
GENERAL ARRANGEMENT  
BROOM ROAD

Scale	Drawn	Drawn	Checked	Date	Approved	Date
As shown	EC2	SP5	030	11.01.13	D.L.S.	20.08.13
Project No.	A076529	28	C	1101	D	

DO NOT SCALE. CONTRACTOR TO CHECK ALL DIMENSIONS AND REPORT ANY OVERSIGHTS ON TENDERS

Notes

1. Refer to Drawing No. 1412 for existing boundaries

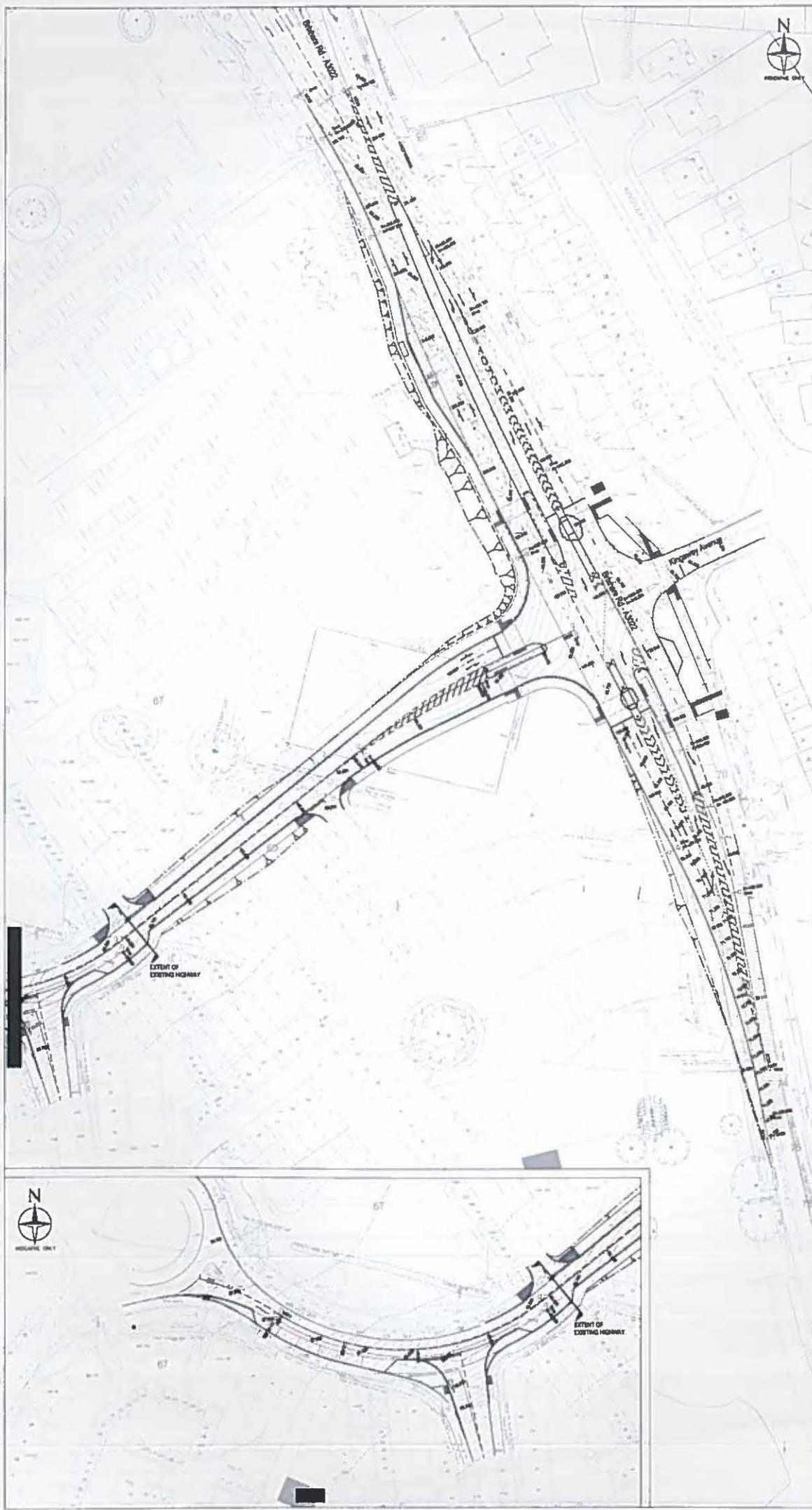
For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

*R* *rom*

FOR APPROVAL

1	Modifications to Western Blvd. required.	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	127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- DO NOT SCALE: CONTRACTOR TO CHECK ALL DIMENSIONS AND REPORT ANY DISCREPANCIES OR ERRORS
- Notes
1. For typical road construction details refer to standard details drawing 1001
  2. For locations of survey stations refer to the survey drawings A66285 1001 & 1002
  3. Contours show finished road levels
  4. CF using reference elevations shown on levels
  5. Refer to Drawing No. 1201 for longitudinal and 1202, 1203 & 1204 for plan sections along Brixham Road and Herring Road

For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

*can*

**FOR APPROVAL**

A	B	REV	DESCRIPTION	BY	CHK	APP	DATE

Client: DEELEY FREED LTD

ROPERMAN COURT  
13-15 LOWER PARK ROAD  
BRIGHTON  
BN1 9BN

Tel: 0117 925 4302  
Fax: 0117 925 4307  
E-mail: 0117 925 4309



Project: WHITE ROCK URBAN EXTENSION  
TORBAY

Drawing Title: CONTOURS LAYOUT

Scale	Drawn	Check	Appr	Date
1:500	04.04.13	05.05.13	05.05.13	05.05.13
Project No.	Drawn	Check	Appr	Date
A076529	28	C	1103	B



For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

*Ron*

ANALYST	DESCRIPTION	BY	DATE
A	Printing related to self contained loop	SCS	11.06.13

DEELEY BREED LTD



1-12 (continued)

**Call 800-675-4000**

**三、**

DATE: 04 JUL 79 025 QZM

Project

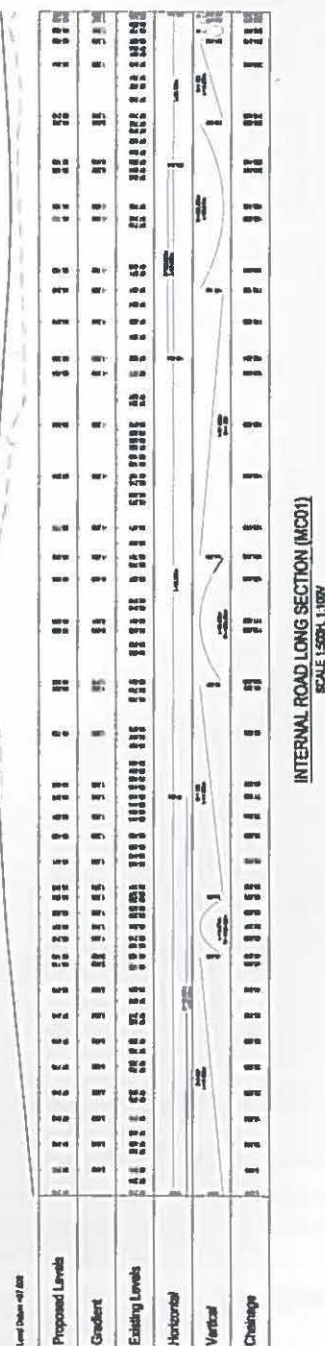
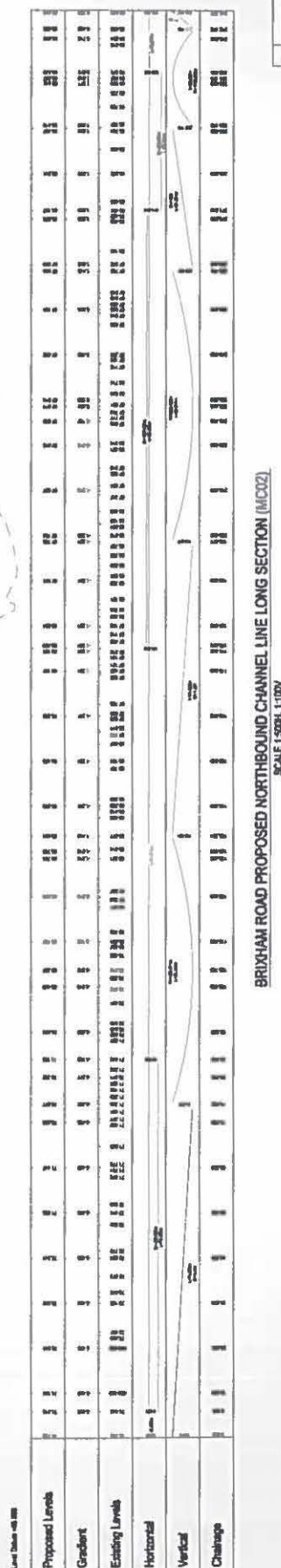
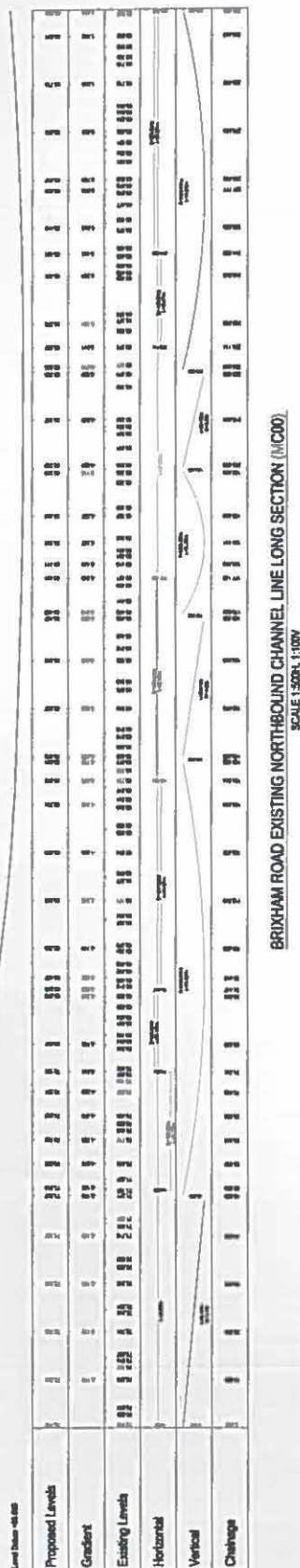
WHITE RO  
TODAY

Journal Pre-proof

**SHALL BE THE**  
**OF THE**

Project #	AS 8100	Owner	WCE	Date	12-04-13	Deadline	9-1-1	Date	24-04-13
Project No.	A076529	Office	28	Type	C	Issuing No.	1201		A

FOR APPROVAL



For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

*Handwritten signature*

FOR APPROVAL

A	Project	Project No.	Project Name	Project Date
	DESLEY FREED LTD			

DESLEY FREED LTD



WHITE ROCK URBAN EXTENSION  
TORBAY

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Project	Project No.	Project Name	Project Date
A076529	28	C	1202

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Level	Design	Offset	Existing	Ground	Levels
Design Levels	2.2	2.2	2.2	2.2	2.2
Design Offset	2.2	2.2	2.2	2.2	2.2
Existing Ground Levels	2.2	2.2	2.2	2.2	2.2

Chairs = 220,000

Level	Design	Offset	Existing	Ground	Levels
Design Levels	2.2	2.2	2.2	2.2	2.2
Design Offset	2.2	2.2	2.2	2.2	2.2
Existing Ground Levels	2.2	2.2	2.2	2.2	2.2

Chairs = 200,000

Level	Design	Offset	Existing	Ground	Levels
Design Levels	2.2	2.2	2.2	2.2	2.2
Design Offset	2.2	2.2	2.2	2.2	2.2
Existing Ground Levels	2.2	2.2	2.2	2.2	2.2

Chairs = 180,000

Level	Design	Offset	Existing	Ground	Levels
Design Levels	2.2	2.2	2.2	2.2	2.2
Design Offset	2.2	2.2	2.2	2.2	2.2
Existing Ground Levels	2.2	2.2	2.2	2.2	2.2

Chairs = 160,000

Level	Design	Offset	Existing	Ground	Levels
Design Levels	2.2	2.2	2.2	2.2	2.2
Design Offset	2.2	2.2	2.2	2.2	2.2
Existing Ground Levels	2.2	2.2	2.2	2.2	2.2

Chairs = 140,000

Level	Design	Offset	Existing	Ground	Levels
Design Levels	2.2	2.2	2.2	2.2	2.2
Design Offset	2.2	2.2	2.2	2.2	2.2
Existing Ground Levels	2.2	2.2	2.2	2.2	2.2

Chairs = 120,000

Level	Design	Offset	Existing	Ground	Levels
Design Levels	2.2	2.2	2.2	2.2	2.2
Design Offset	2.2	2.2	2.2	2.2	2.2
Existing Ground Levels	2.2	2.2	2.2	2.2	2.2

Chairs = 100,000

Level	Design	Offset	Existing	Ground	Levels
Design Levels	2.2	2.2	2.2	2.2	2.2
Design Offset	2.2	2.2	2.2	2.2	2.2
Existing Ground Levels	2.2	2.2	2.2	2.2	2.2

Chairs = 80,000

Level	Design	Offset	Existing	Ground	Levels
Design Levels	2.2	2.2	2.2	2.2	2.2
Design Offset	2.2	2.2	2.2	2.2	2.2
Existing Ground Levels	2.2	2.2	2.2	2.2	2.2

Chairs = 60,000

Level	Design	Offset	Existing	Ground	Levels
Design Levels	2.2	2.2	2.2	2.2	2.2
Design Offset	2.2	2.2	2.2	2.2	2.2
Existing Ground Levels	2.2	2.2	2.2	2.2	2.2

Chairs = 40,000

Level	Design	Offset	Existing	Ground	Levels
Design Levels	2.2	2.2	2.2	2.2	2.2
Design Offset	2.2	2.2	2.2	2.2	2.2
Existing Ground Levels	2.2	2.2	2.2	2.2	2.2

Chairs = 20,000

Level	Design	Offset	Existing	Ground	Levels
Design Levels	2.2	2.2	2.2	2.2	2.2
Design Offset	2.2	2.2	2.2	2.2	2.2
Existing Ground Levels	2.2	2.2	2.2	2.2	2.2

Chairs = 0,000

2023

1. Refer to Drawing No. 100 for more details regarding layout.

For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

*R on*

FOR APPROVAL

NO.	DESCRIPTION	BY	DATE
1	Issued for construction	WJ	10.08.13
2	Issued for construction	WJ	10.08.13
3	Issued for construction	WJ	10.08.13
4	Issued for construction	WJ	10.08.13
5	Issued for construction	WJ	10.08.13
6	Issued for construction	WJ	10.08.13
7	Issued for construction	WJ	10.08.13
8	Issued for construction	WJ	10.08.13
9	Issued for construction	WJ	10.08.13
10	Issued for construction	WJ	10.08.13

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11-13 LONDON ROAD, LONDON, N1 1LJ

TEL: 020 7461 1111 FAX: 020 7461 1112

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WHITE ROCK URBAN EXTENSION  
TORBAY

CROSS SECTIONS  
BROADWAY ROAD  
SHEET 2 OF 2

Scale: 1:100

Drawn: WJG

Checked: WJG

Approved: WJG

Date: 10.08.13

Project No: 100

Sheet No: 2

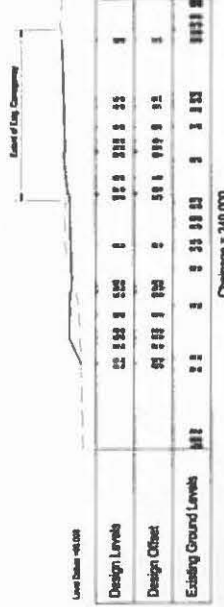
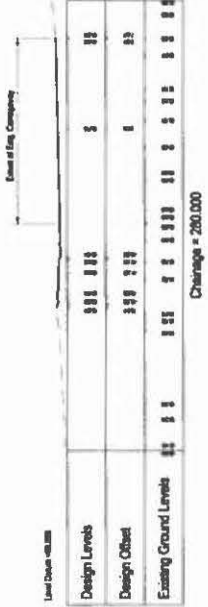
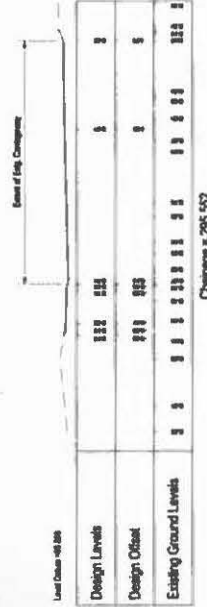
Scale: 1:100

Drawn: WJG

Checked: WJG

Approved: WJG

Date: 10.08.13





Order to Deny by the U.S. District Court for the District of Columbia.

**For and on behalf of  
Euler Hermes Europe S.A. (N.V.)**

R om

**FOR APPROVAL**

APP	DESCRIPTION	BY	JOE	APP	DATE
A	Expanding beyond to self conducted survey.	BCE	SPS	Q28	11.09.13

DEELEY FREED LTD

[illegible]

## WHITE ROCK URBAN EXTENSION

Drawing Title:  
CROSS SECTIONS  
INTERNAL ROAD

Scale #	AI	Drawn	Date	Checked	Date	Approved	Days
1-202	002	08/14/13	8/7/13	8/14/13	0.7	8/14/13	
Project No.		Office	Room	Drawing No.		Revision	
A076529		28	C	1204		A	

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[illegible]

Challenges = 220,000

	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000
Design Levels	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

Chargage = 200.000

Design Levels		Design Offset		Existing Ground Levels	
Station	Height	Station	Height	Station	Height
10+00	10.00	10+00	10.00	10+00	10.00
10+10	10.10	10+10	10.10	10+10	10.10
10+20	10.20	10+20	10.20	10+20	10.20
10+30	10.30	10+30	10.30	10+30	10.30
10+40	10.40	10+40	10.40	10+40	10.40
10+50	10.50	10+50	10.50	10+50	10.50
10+60	10.60	10+60	10.60	10+60	10.60
10+70	10.70	10+70	10.70	10+70	10.70
10+80	10.80	10+80	10.80	10+80	10.80
10+90	10.90	10+90	10.90	10+90	10.90
11+00	11.00	11+00	11.00	11+00	11.00
11+10	11.10	11+10	11.10	11+10	11.10
11+20	11.20	11+20	11.20	11+20	11.20
11+30	11.30	11+30	11.30	11+30	11.30
11+40	11.40	11+40	11.40	11+40	11.40
11+50	11.50	11+50	11.50	11+50	11.50
11+60	11.60	11+60	11.60	11+60	11.60
11+70	11.70	11+70	11.70	11+70	11.70
11+80	11.80	11+80	11.80	11+80	11.80
11+90	11.90	11+90	11.90	11+90	11.90
12+00	12.00	12+00	12.00	12+00	12.00
12+10	12.10	12+10	12.10	12+10	12.10
12+20	12.20	12+20	12.20	12+20	12.20
12+30	12.30	12+30	12.30	12+30	12.30
12+40	12.40	12+40	12.40	12+40	12.40
12+50	12.50	12+50	12.50	12+50	12.50
12+60	12.60	12+60	12.60	12+60	12.60
12+70	12.70	12+70	12.70	12+70	12.70
12+80	12.80	12+80	12.80	12+80	12.80
12+90	12.90	12+90	12.90	12+90	12.90
13+00	13.00	13+00	13.00	13+00	13.00
13+10	13.10	13+10	13.10	13+10	13.10
13+20	13.20	13+20	13.20	13+20	13.20
13+30	13.30	13+30	13.30	13+30	13.30
13+40	13.40	13+40	13.40	13+40	13.40
13+50	13.50	13+50	13.50	13+50	13.50
13+60	13.60	13+60	13.60	13+60	13.60
13+70	13.70	13+70	13.70	13+70	13.70
13+80	13.80	13+80	13.80	13+80	13.80
13+90	13.90	13+90	13.90	13+90	13.90
14+00	14.00	14+00	14.00	14+00	14.00
14+10	14.10	14+10	14.10	14+10	14.10
14+20	14.20	14+20	14.20	14+20	14.20
14+30	14.30	14+30	14.30	14+30	14.30
14+40	14.40	14+40	14.40	14+40	14.40
14+50	14.50	14+50	14.50	14+50	14.50
14+60	14.60	14+60	14.60	14+60	14.60
14+70	14.70	14+70	14.70	14+70	14.70
14+80	14.80	14+80	14.80	14+80	14.80
14+90	14.90	14+90	14.90	14+90	14.90
15+00	15.00	15+00	15.00	15+00	15.00
15+10	15.10	15+10	15.10	15+10	15.10
15+20	15.20	15+20	15.20	15+20	15.20
15+30	15.30	15+30	15.30	15+30	15.30
15+40	15.40	15+40	15.40	15+40	15.40

Chairs: 120,000

Design Levels	Design Offset	Existing Ground Levels
100	100	100
90	90	90
80	80	80
70	70	70
60	60	60
50	50	50
40	40	40
30	30	30
20	20	20
10	10	10
0	0	0
-10	-10	-10
-20	-20	-20
-30	-30	-30
-40	-40	-40
-50	-50	-50
-60	-60	-60
-70	-70	-70
-80	-80	-80
-90	-90	-90
-100	-100	-100

Chainsaw = 180,000

[illegible]

Champion = 140,000

	1970	1975	1980	1985	1990	1995	2000	2005	2010	2015	2020	2025	2030	2035	2040	2045	2050	2055	2060	2065	2070	2075	2080	2085	2090	2095	2100	2105	2110	2115	2120	2125	2130	2135	2140	2145	2150	2155	2160	2165	2170	2175	2180	2185	2190	2195	2200	2205	2210	2215	2220	2225	2230	2235	2240	2245	2250	2255	2260	2265	2270	2275	2280	2285	2290	2295	2300	2305	2310	2315	2320	2325	2330	2335	2340	2345	2350	2355	2360	2365	2370	2375	2380	2385	2390	2395	2400	2405	2410	2415	2420	2425	2430	2435	2440	2445	2450	2455	2460	2465	2470	2475	2480	2485	2490	2495	2500	2505	2510	2515	2520	2525	2530	2535	2540	2545	2550	2555	2560	2565	2570	2575	2580	2585	2590	2595	2600	2605	2610	2615	2620	2625	2630	2635	2640	2645	2650	2655	2660	2665	2670	2675	2680	2685	2690	2695	2700	2705	2710	2715	2720	2725	2730	2735	2740	2745	2750	2755	2760	2765	2770	2775	2780	2785	2790	2795	2800	2805	2810	2815	2820	2825	2830	2835	2840	2845	2850	2855	2860	2865	2870	2875	2880	2885	2890	2895	2900	2905	2910	2915	2920	2925	2930	2935	2940	2945	2950	2955	2960	2965	2970	2975	2980	2985	2990	2995	3000	3005	3010	3015	3020	3025	3030	3035	3040	3045	3050	3055	3060	3065	3070	3075	3080	3085	3090	3095	3100	3105	3110	3115	3120	3125	3130	3135	3140	3145	3150	3155	3160	3165	3170	3175	3180	3185	3190	3195	3200	3205	3210	3215	3220	3225	3230	3235	3240	3245	3250	3255	3260	3265	3270	3275	3280	3285	3290	3295	3300	3305	3310	3315	3320	3325	3330	3335	3340	3345	3350	3355	3360	3365	3370	3375	3380	3385	3390	3395	3400	3405	3410	3415	3420	3425	3430	3435	3440	3445	3450	3455	3460	3465	3470	3475	3480	3485	3490	3495	3500	3505	3510	3515	3520	3525	3530	3535	3540	3545	3550	3555	3560	3565	3570	3575	3580	3585	3590	3595	3600	3605	3610	3615	3620	3625	3630	3635	3640	3645	3650	3655	3660	3665	3670	3675	3680	3685	3690	3695	3700	3705	3710	3715	3720	3725	3730	3735	3740	3745	3750	3755	3760	3765	3770	3775	3780	3785	3790	3795	3800	3805	3810	3815	3820	3825	3830	3835	3840	3845	3850	3855	3860	3865	3870	3875	3880	3885	3890	3895	3900	3905	3910	3915	3920	3925	3930	3935	3940	3945	3950	3955	3960	3965	3970	3975	3980	3985	3990	3995	4000	4005	4010	4015	4020	4025	4030	4035	4040	4045	4050	4055	4060	4065	4070	4075	4080	4085	4090	4095	4100	4105	4110	4115	4120	4125	4130	4135	4140	4145	4150	4155	4160	4165	4170	4175	4180	4185	4190	4195	4200	4205	4210	4215	4220	4225	4230	4235	4240	4245	4250	4255	4260	4265	4270	4275	4280	4285	4290	4295	4300	4305	4310	4315	4320	4325	4330	4335	4340	4345	4350	4355	4360	4365	4370	4375	4380	4385	4390	4395	4400	4405	4410	4415	4420	4425	4430	4435	4440	4445	4450	4455	4460	4465	4470	4475	4480	4485	4490	4495	4500	4505	4510	4515	4520	4525	4530	4535	4540	4545	4550	4555	4560	4565	4570	4575	4580	4585	4590	4595	4600	4605	4610	4615	4620	4625	4630	4635	4640	4645	4650	4655	4660	4665	4670	4675	4680	4685	4690	4695	4700	4705	4710	4715	4720	4725	4730	4735	4740	4745	4750	4755	4760	4765	4770	4775	4780	4785	4790	4795	4800	4805	4810	4815	4820	4825	4830	4835	4840	4845	4850	4855	4860	4865	4870	4875	4880	4885	4890	4895	4900	4905	4910	4915	4920	4925	4930	4935	4940	4945	4950	4955	4960	4965	4970	4975	4980	4985	4990	4995	5000
Design Levels	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100																																																																																																																																																																																																																																																				

Chairman = 120,000

Design Levels	Design Offset	Existing Ground Levels
20.00	20.1	20.00
19.50	19.6	19.50
19.00	19.1	19.00
18.50	18.6	18.50
18.00	18.1	18.00
17.50	17.6	17.50
17.00	17.1	17.00
16.50	16.6	16.50
16.00	16.1	16.00
15.50	15.6	15.50
15.00	15.1	15.00
14.50	14.6	14.50
14.00	14.1	14.00
13.50	13.6	13.50
13.00	13.1	13.00
12.50	12.6	12.50
12.00	12.1	12.00
11.50	11.6	11.50
11.00	11.1	11.00
10.50	10.6	10.50
10.00	10.1	10.00
9.50	9.6	9.50
9.00	9.1	9.00
8.50	8.6	8.50
8.00	8.1	8.00
7.50	7.6	7.50
7.00	7.1	7.00
6.50	6.6	6.50
6.00	6.1	6.00
5.50	5.6	5.50
5.00	5.1	5.00
4.50	4.6	4.50
4.00	4.1	4.00
3.50	3.6	3.50
3.00	3.1	3.00
2.50	2.6	2.50
2.00	2.1	2.00
1.50	1.6	1.50
1.00	1.1	1.00
0.50	0.6	0.50
0.00	0.1	0.00

Chairs: 100,000

Level	Design	1981-1982	1982-1983	1983-1984	1984-1985	1985-1986	1986-1987	1987-1988	1988-1989	1989-1990	1990-1991	1991-1992	1992-1993	1993-1994	1994-1995	1995-1996	1996-1997	1997-1998	1998-1999	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	2038-2039	2039-2040	2040-2041	2041-2042	2042-2043	2043-2044	2044-2045	2045-2046	2046-2047	2047-2048	2048-2049	2049-2050	2050-2051	2051-2052	2052-2053	2053-2054	2054-2055	2055-2056	2056-2057	2057-2058	2058-2059	2059-2060	2060-2061	2061-2062	2062-2063	2063-2064	2064-2065	2065-2066	2066-2067	2067-2068	2068-2069	2069-2070	2070-2071	2071-2072	2072-2073	2073-2074	2074-2075	2075-2076	2076-2077	2077-2078	2078-2079	2079-2080	2080-2081	2081-2082	2082-2083	2083-2084	2084-2085	2085-2086	2086-2087	2087-2088	2088-2089	2089-2090	2090-2091	2091-2092	2092-2093	2093-2094	2094-2095	2095-2096	2096-2097	2097-2098	2098-2099	2099-2100	2100-2101	2101-2102	2102-2103	2103-2104	2104-2105	2105-2106	2106-2107	2107-2108	2108-2109	2109-2110	2110-2111	2111-2112	2112-2113	2113-2114	2114-2115	2115-2116	2116-2117	2117-2118	2118-2119	2119-2120	2120-2121	2121-2122	2122-2123	2123-2124	2124-2125	2125-2126	2126-2127	2127-2128	2128-2129	2129-2130	2130-2131	2131-2132	2132-2133	2133-2134	2134-2135	2135-2136	2136-2137	2137-2138	2138-2139	2139-2140	2140-2141	2141-2142	2142-2143	2143-2144	2144-2145	2145-2146	2146-2147	2147-2148	2148-2149	2149-2150	2150-2151	2151-2152	2152-2153	2153-2154	2154-2155	2155-2156	2156-2157	2157-2158	2158-2159	2159-2160	2160-2161	2161-2162	2162-2163	2163-2164	2164-2165	2165-2166	2166-2167	2167-2168	2168-2169	2169-2170	2170-2171	2171-2172	2172-2173	2173-2174	2174-2175	2175-2176	2176-2177	2177-2178	2178-2179	2179-2180	2180-2181	2181-2182	2182-2183	2183-2184	2184-2185	2185-2186	2186-2187	2187-2188	2188-2189	2189-2190	2190-2191	2191-2192	2192-2193	2193-2194	2194-2195	2195-2196	2196-2197	2197-2198	2198-2199	2199-2200	2200-2201	2201-2202	2202-2203	2203-2204	2204-2205	2205-2206	2206-2207	2207-2208	2208-2209	2209-2210	2210-2211	2211-2212	2212-2213	2213-2214	2214-2215	2215-2216	2216-2217	2217-2218	2218-2219	2219-2220	2220-2221	2221-2222	2222-2223	2223-2224	2224-2225	2225-2226	2226-2227	2227-2228	2228-2229	2229-2230	2230-2231	2231-2232	2232-2233	2233-2234	2234-2235	2235-2236	2236-2237	2237-2238	2238-2239	2239-2240	2240-2241	2241-2242	2242-2243	2243-2244	2244-2245	2245-2246	2246-2247	2247-2248	2248-2249	2249-2250	2250-2251	2251-2252	225
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Chairs = 60,000

[illegible]

Chargers = 50,000

[illegible]

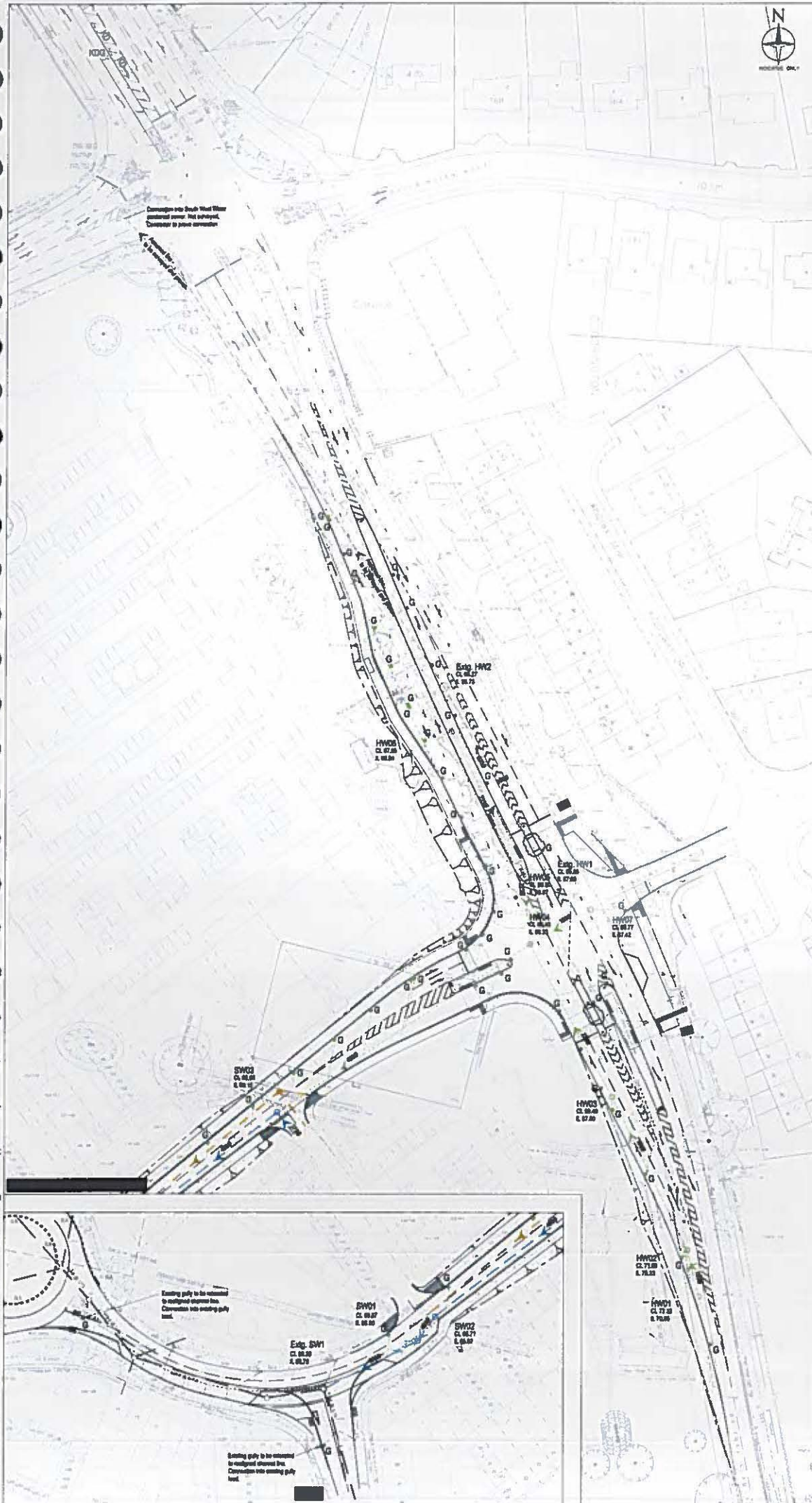
Champion = 40,000

[illegible]

Quinn = 20,000

[illegible]

Chairspace = 0.000



DO NOT SCALE. CONTRACTOR TO CHECK ALL DIMENSIONS AND REPORT ANY DISCREPANCIES OR ERRORS.

- Legend**
- Proposed highway drainage surface enter sewer and asphalt
  - Proposed private surface enter sewer
  - Proposed foot cover (to be adopted by South West Water)
  - Adoptable highway gully and connection
  - Existing highway drainage gully
  - Existing private surface enter drainage
  - Existing highway drainage
  - Half tapered (tapered) combined sewer drainage 300mm standard unit, 300mm
  - Proposed (tapered) gully by sewer & base and (300mm) to find on standard access gully

- Notes**
- Drainage to be constructed in accordance with Standards for Adoption 7th Edition and South West Water Adoption.
  - Existing drainage taken from a combination of street works and survey and may be inaccurate. Contractor to check all dimensions, connection points and street levels prior to commencement of works.
  - Drainage to be used in accordance with Standard Detail drawing 1025.
  - Pipe materials to be as follows:
    - <300mm diameter or less - PVC, Class B44
    - >300mm diameter under road - Vitrified Clay, Class F402
    - >300mm diameter off road - Reinforced Concrete, Class 40
  - Pipe bedding and surround to be Class 3 where cover to depth is greater than 1.2m in road or 0.6m in all other cases, Class 2 in all other cases.
  - Prior to commencement of construction of upstream apparatus, the Contractor must ascertain position, level and dimensions of existing drainage to be retained. Any discrepancies from the drawing to be reported to the Engineer.
  - Existing Services are not shown on this drawing. The Contractor shall ensure that there is no conflict with existing services. The Contractor will be responsible for any damage caused to existing services.
  - All road gullies shall be tagged pre-work accurately unless otherwise agreed with the Engineer. Only alterations to gully surface water covers shall be limited with proprietary 'T' or 'B' type products. Suitable connections shall not be permitted without the approval of the Engineer.
  - All gully levels shall be 100mm at a minimum gradient of 1 in 125.
  - Proposed that access have been identified on this drawing for information only. Refer to Clarke Road drawings for details.

For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

**FOR APPROVAL**

D	Revised inside paving condition as shown.	BC2	SPS	C38	15.01.14
C	Revised inside paving condition as shown.	BC2	SPS	C38	04.12.13
B	Revised inside paving condition as shown.	BC2	SPS	C38	12.09.13
A	Revised inside paving condition as shown.	BC2	SPS	C38	08.08.13

REV DESCRIPTION BY CHK APP DATE

Client: DEELEY FREED LTD

ADDRESS: COURT 11-12 LOWER PARK ROAD, BRIGHTON, BN1 2BN

Y&M: +44 (0)1273 525 4381

T&M: +44 (0)1273 525 4382

F&M: +44 (0)1273 525 4330



Project: WHITE ROCK URBAN EXTENSION TORBAY

Drawing Title: DRAINAGE LAYOUT BRIDHAM ROAD

Scale @ A1	Drawn	Check	Checked	Date	Approved	Date
1:200	BC2	21.05.13	BC2	21.05.13	D.J.B.	21.05.13
Project no.	Office	Type	Drawing no.	Revision		
A076529	28	C	1301	D		



Notes:

1. Drawings to be submitted to customers with Reports for Approval by Engineer, PE, Engineer and Public Works Officer, and Public Works Officer.
2. Existing drawings have been a combination of hand-drawn and computer-aided drawings and may be inaccurate. Contractor to check all dimensions, dimensions, positions and levels prior to construction of works.
3. Drawing to be used in conjunction with Layout drawings 1/25, 1/25 & 1/25.
4. Pipe available to be in the future.  
 150mm diameter to be in the future.  
 150mm diameter to be in the future.  
 150mm diameter to be in the future.  
 150mm diameter to be in the future.
5. Pipe to be installed in the future. The Contractor to check all dimensions, dimensions, positions and levels prior to construction of works.
6. Any dimensions from this drawing to be reported to the Engineer.

For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

*P* *DM*

FOR APPROVAL

Item	Description	Unit	Quantity	Value
1	150mm diameter to be in the future	m	100	100.00
2	150mm diameter to be in the future	m	100	100.00
3	150mm diameter to be in the future	m	100	100.00
4	150mm diameter to be in the future	m	100	100.00
5	150mm diameter to be in the future	m	100	100.00
6	150mm diameter to be in the future	m	100	100.00
7	150mm diameter to be in the future	m	100	100.00
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9	150mm diameter to be in the future	m	100	100.00
10	150mm diameter to be in the future	m	100	100.00

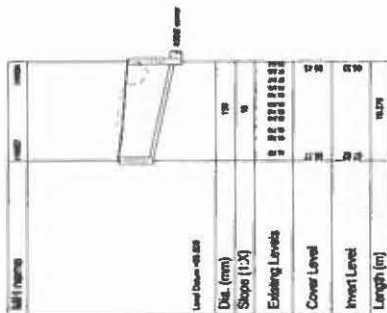
DEBURY FRIED LTD

DEBURY FRIED LTD  
11-13 LONDON ROAD  
BOSTON  
LINCOLN  
LN4 1JH  
TEL: 01509 851 100  
FAX: 01509 851 101  
E-MAIL: info@deburyfried.co.uk

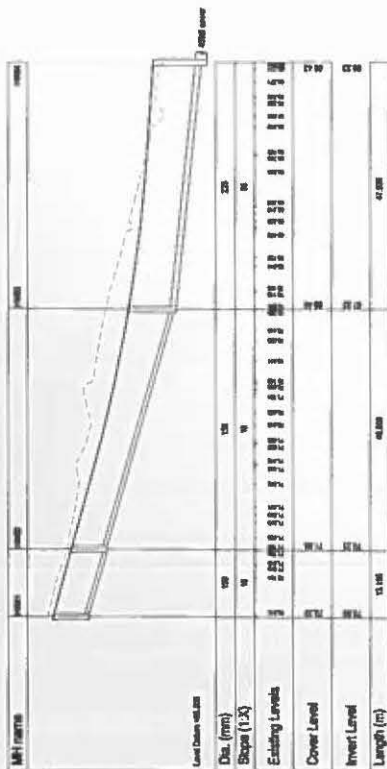
WHITE ROCK URBAN EXTENSION  
TORBAY

Drawing Title  
HIGHWAY DRAINAGE  
LONG SECTIONS

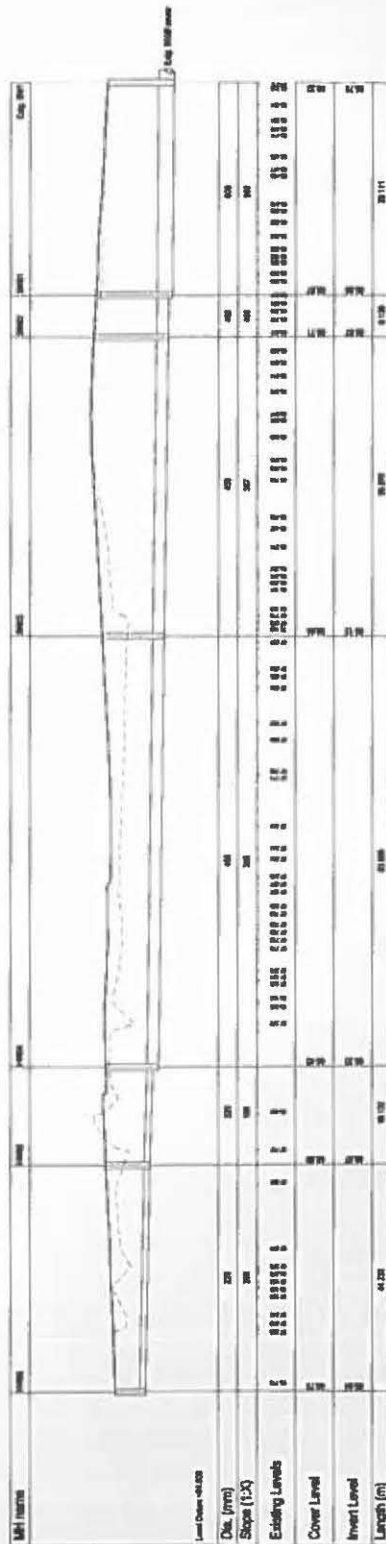
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1:100	1/8	1/8	1/8	1/8	1/8	1/8
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1:100	1/10	1/10	1/10	1/10	1/10	1/10



HW07 - HW04



HW01 - HW04



HW06 - Extd. SW1





Category	Item	Material	Quantity	Unit	Remarks	Remarks	Remarks	Remarks	Remarks
General	1. Cement	50 kg bags	100	kg	For concrete work	100	kg	For concrete work	100
	2. Sand	100 kg bags	100	kg	For concrete work	100	kg	For concrete work	100
	3. Gravel	100 kg bags	100	kg	For concrete work	100	kg	For concrete work	100
	4. Steel reinforcement	100 kg bags	100	kg	For concrete work	100	kg	For concrete work	100
Paints	1. White paint	100 kg bags	100	kg	For painting work	100	kg	For painting work	100
	2. Grey paint	100 kg bags	100	kg	For painting work	100	kg	For painting work	100
	3. Red paint	100 kg bags	100	kg	For painting work	100	kg	For painting work	100
	4. Blue paint	100 kg bags	100	kg	For painting work	100	kg	For painting work	100
Other	1. Cement	50 kg bags	100	kg	For concrete work	100	kg	For concrete work	100
	2. Sand	100 kg bags	100	kg	For concrete work	100	kg	For concrete work	100
	3. Gravel	100 kg bags	100	kg	For concrete work	100	kg	For concrete work	100
	4. Steel reinforcement	100 kg bags	100	kg	For concrete work	100	kg	For concrete work	100

聖 德 宗 師 廟

1. Approx. 1000

1. Approx. 1000

For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

**FOR APPROVAL**

[illegible]

DOBBLEY PRESS LTD



APPROVED FOR RELEASE BY THE NATIONAL ARCHIVES  
DATE 11-11-2013

Tel. 3972: 0-00 (00017 92)  
 Tel. 500: 0-00 (00117 11)  
 FAX: 0-00 (00117 92)

**Project:**  
**WHITE ROCK URBAN EXTENSION**  
**TORBAY**

### DESIGNING TITLE

Scale #	AI	Drawn	Date	Checked	Date	Appraised	Date
1-229		SCZ	04.04.13	B.P.S.	24.04.13	D.L.A.	24.04.13
Project No.	A076529	Carry Type	28	C	1402	Depositing No.	A







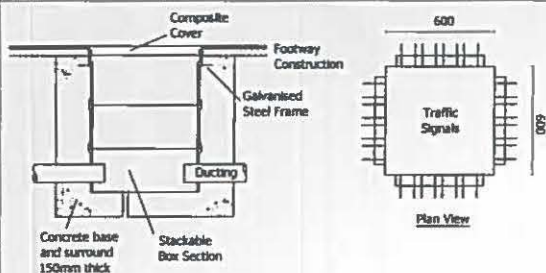








### 600x600 FOOTWAY ACCESS CHAMBER STANDARD DETAIL (NTS)

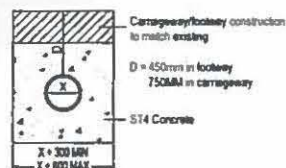


#### Notes:

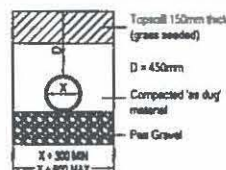
1. 3 No. stackable box section approx. 600x600x270
2. Approx. 600x600x110 galvanised steel frame with 60mm flanges.
3. Composite non slip cover to BS EN 124 Class B approx 600x600x57, marked "Traffic Signals".
4. Cover and frame to be set level with surrounding ground.
5. Ducts to have 750mm cover in carriageway, 450mm cover in footway or verge.
6. All duct chambers to be NAL Staktabox or similar approved

### DUCTING STANDARD DETAIL (NTS)

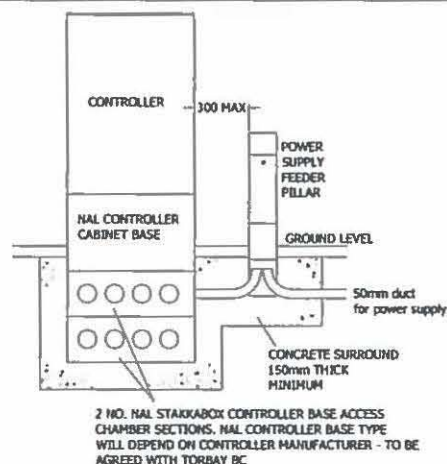
#### DUCT IN CARRIAGEWAY/FOOTWAY



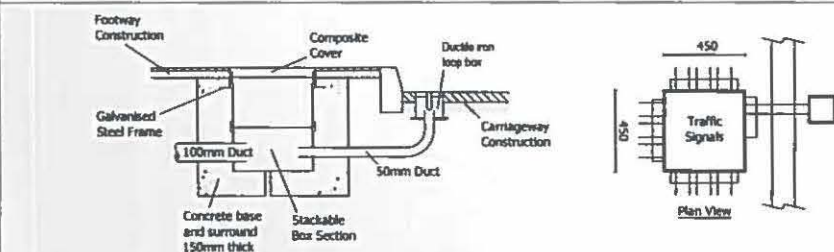
#### DUCT IN VERGE



### CONTROLLER STANDARD DETAIL (NTS)



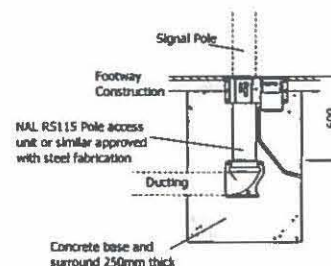
### 450x450 FOOTWAY ACCESS CHAMBER STANDARD DETAIL (NTS)



#### Notes:

1. 2 No. stackable box section approx. 450x450x270.
2. Approx. 450x450x110 galvanised steel frame with 60mm flanges.
3. Composite non slip cover to BS EN 124 Class B approx 450x450x57, marked "Traffic Signals".
4. Cover and frame to be set level with surrounding ground.
5. Tails from inductive loop cut in carriageway and joined to feeder cable in loop chamber via 50mm duct under kerb.
6. Orientation of access chamber to loop box may differ from that shown above.
7. Ducts to have 750mm cover in carriageway, 450mm cover in footway or verge.
8. All duct chambers to be NAL Staktabox or similar approved

### POLE ACCESS UNIT STANDARD DETAIL (NTS)



For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

B	TBC comments	AC	RB	SM	25.12.13
A	TBC comments	AC	RB	SM	21.07.13
REV	DESCRIPTION	BY	CHK	APP	DATE

Client:  
DEELEY FREED LTD

EXECUTIVE PARK  
AVALON WAY  
ANSTET  
LEICESTER  
LE7 7GR  
TEL: +44 (0)116 234 8000  
FAX: +44 (0)116 234 8001  
e-mail: leicester@wyg.com



Project:  
WHITE ROCK  
TORBAY

Drawing Title:  
PROPOSED IMPROVEMENTS  
TRAFFIC SIGNAL STANDARD DETAILS  
XXXXXXXX FOR APPROVAL XXXXXXXX

Scale @ A2	Drawn	Date	Checked	Date	Approved	Date
NTS	AC	23.04.13	RB	23.04.13	SS	24.04.13
Project No.	AD76529	35	18	1551		B

[illegible]

POLY BITTING OUT DETAILS (IN CENTRE OF POLY)	OFFSET FROM TACTILES [mm]	OFFSET FROM CHANNEL [mm]
ALL POLYS EXCEPT THOSE LISTED BELOW	400	620
7A, 7B, 7C	450	1000

[illegible]

7	Feature in standard being proposed	AC	MS	BS	BSI	IN
8	Coorbital steel spring assembly	AC	MS	BS	BSI	IN
A	TBC assembly	AC	MS	BS	BSI	IN
REV	DESCRIPTION	BY	DATE	APP	DATE	

MEALEY FRIGED LTD



**CHECKING BANK**  
**BANK OF AMERICA**  
**ATLANTA**  
**ACCOUNT**  
**NO. 100**

**WHITE ROCK  
TUESDAY**

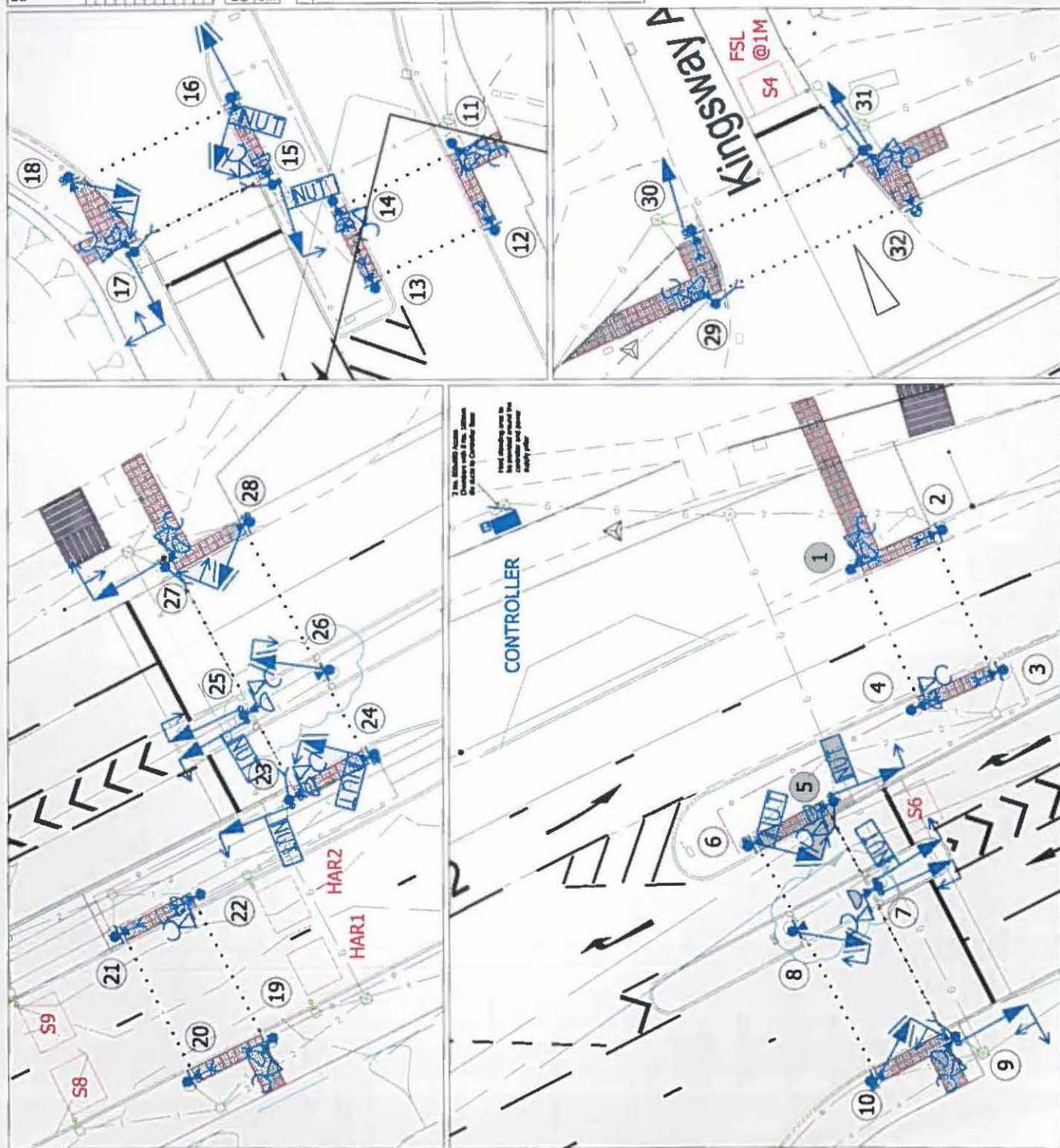
11

PROPOSED IMPROVEMENTS  
TRAFFIC SIGNAL LAYOUT 2 OF 2  
LOOKING FOR APPROVAL XXXXXX

XXXXXXXXXXXXX FOR APPROVAL XXXXXXXX

Project #	AJ	Drawn	Day	Checked	Date	Approved	Date
1:200		AC	00-00-13	MB	00-00-13	SB	00-00-13
Project No.	A076529	City	35	Year	18	152	C

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DO NOT SCALE: CONTRACTOR TO CHECK ALL DIMENSIONS AND REPORT ANY CHANGES OR ERRORS

# NOTES

1. Refer to Drawing No. 1001 & 1002 for management and location of working and permanent construction materials.
2. All construction to have BS-4449-1 resistance to sulphates.
3. Class 1 mortar bed not to be applied if kerbs are not concrete bed within 2 hours after site work has finished.

For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

DM

FOR APPROVAL

REV	DESCRIPTION	BY	DATE

BRIGHTON HILL  
25-31 CLIFTON ROAD STREET  
BRIGHTON  
BN1 6PL

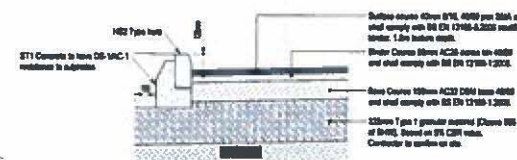
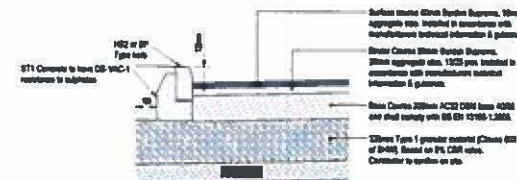
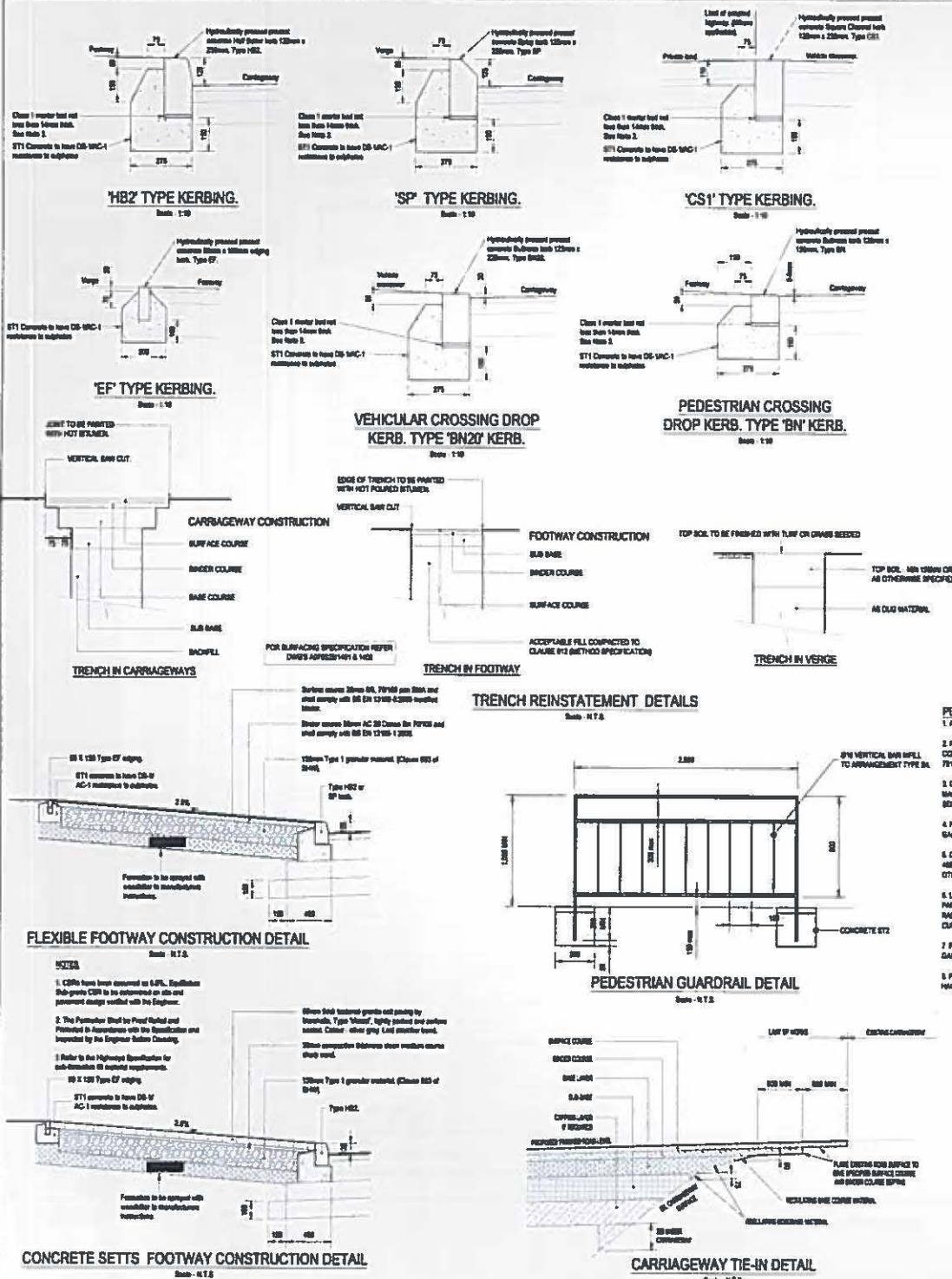
Tel: +44 (0)1273 524 4144  
Fax: +44 (0)1273 524 4145  
e-mail: info@wyg.co.uk

Project:  
WHITE ROCK URBAN EXTENSION  
TORBAY

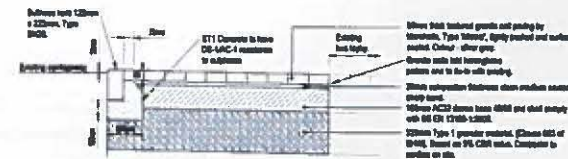
Drawing Title:  
HIGHWAY DETAILS

Scale	Alt	Drawn	Checkd	Date	Approved	Date
A0	1:1	28/01/13	28/01/13	28/01/13	28/01/13	28/01/13
Project No.	Office	Drawn	Checkd	Scale		
A076529	28	C	1801			

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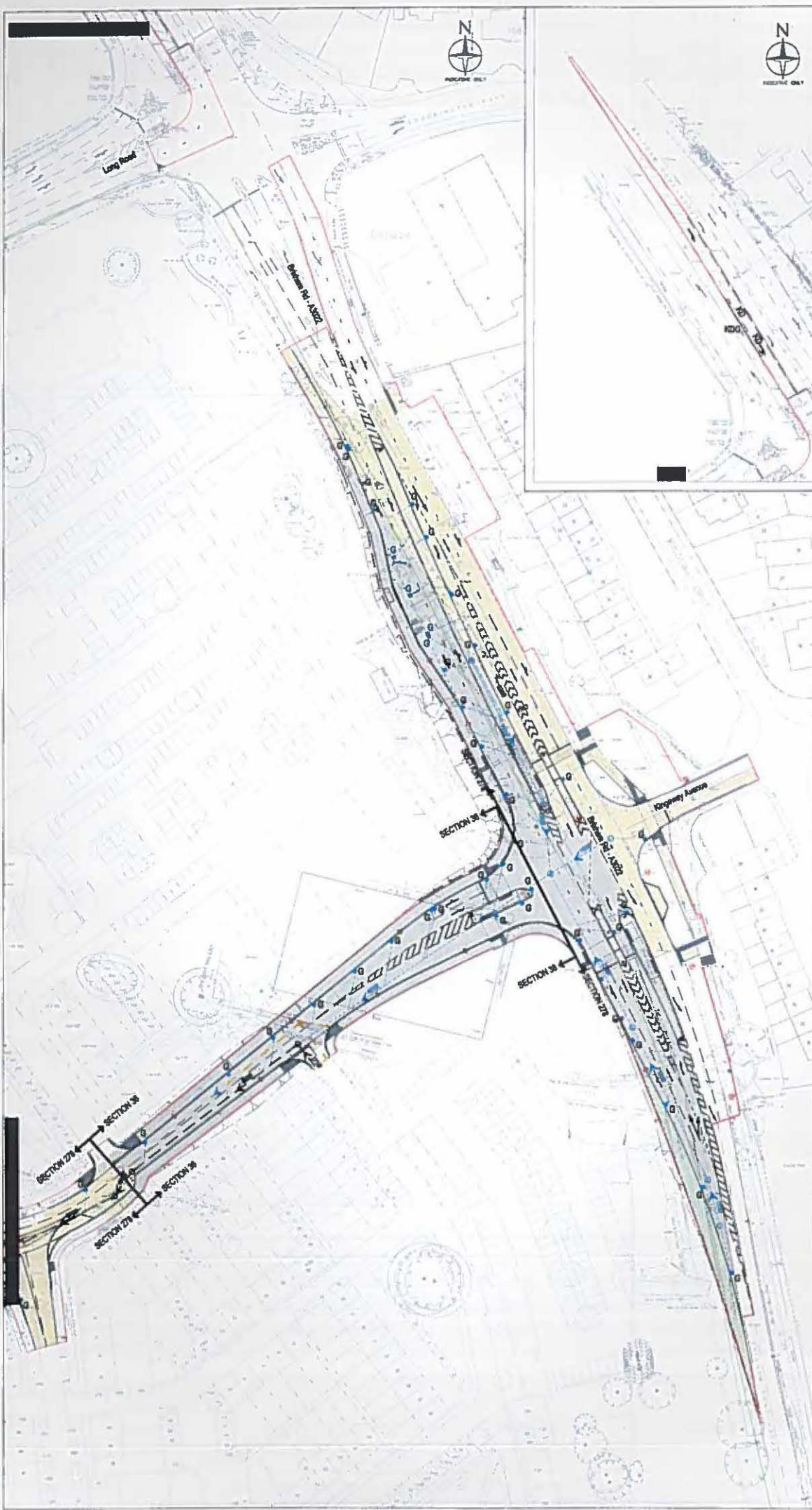


- PEDESTRIAN GUARDRAIL NOTES:**
1. ALL DIMENSIONS IN MILLIMETRES.
  2. PEDESTRIAN GUARDRAIL IS TO BE STEEL CONSTRUCTION IN ACCORDANCE WITH BS 7781:1988.
  3. GUARDRAIL SECTIONS TO BE MANUFACTURED FROM GALVANIZED STEEL SECTIONS WITH SOLID VERTICAL RAIL SHAPE.
  4. FINISH TO GUARDRAIL TO BE HOT DIP GALVANIZED (CLAUSE 911).
  5. CENTRE LINE TO GUARDRAIL TO BE SET IN 488 FROM KERBLINE UNLESS SHOWN OTHERWISE IN THE LAYOUT DRAWING.
  6. LEVEL PANELS ONLY SHOWN, RAIRED PANELS TO BE PROVIDED ON SLOPING SITES. RADIUS ANGLES TO BE PROVIDED FOR CURVES.
  7. PANEL CONNECTING BOLTS TO BE M16 x 75 GALVANIZED BOLT, BOLT & WASHER.
  8. FOOTPATH TO BE CONCRETE (B2) AND TO HAVE BS-4449-1 RESISTANCE TO SULPHATES.









DO NOT SCALE. CONTRACTOR TO CHECK ALL DIMENSIONS AND REPORT ANY DISCREPANCIES OR ERRORS

**Notes**

- The land in the ownership of the developer exceeds the extent of the drawing perimeter.
- Street lighting assigned by Torbay Council

**Legend**

- Extent of adoptable highway: Shoulder materials
- Extent of adoptable highway: Concrete block paving
- Building publicly maintained highway being affected
- Extent of adoptable verge/landscaped area
- Adoptable highway drainage
- Adoptable infiltration drains
- Private surface water drainage
- Adoptable flood drainage (South West Water)
- Existing highway drainage
- Adoptable new street lighting
- Existing street lighting
- Extent of highway centre
- Development site boundary

For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

*[Signature]*

**FOR APPROVAL**

REV	DESCRIPTION	BY	CHK	APP	DATE
B	Initial traffic parking updated as detailed	BCZ	SPS	DM	15.01.14
C	Drainage updated to reflect current	BCZ	SPS	DM	04.12.13
B	Street lighting layout updated to suit existing material and existing columns	BCZ	SPS	DM	11.08.13
A	Drainage updated to reflect current	BCZ	SPS	DM	26.08.13

Client: DEELEY FREED LTD

SCOPING COURT  
23-25 LOWER POSEY ROAD  
BRIGHTON  
BN1 1BN

Tel: +44 (0)117 925 4363  
Fax: +44 (0)117 925 4367  
Email: +44 (0)117 925 4368

Project: WHITE ROCK URBAN EXTENSION TORBAY

Drawing Title: SECTION 27B/38 AGREEMENT PLAN  
SHEET 1 OF 2

Scale	Alt	Drawn	Check	Date	Approved	Date
1:200	BCZ	DM	SPS	15.01.14	DM	15.01.14
1:200	BCZ	DM	SPS	15.01.14	DM	15.01.14

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**Photo Imaging in Pediatric Health Care**

*Roon*

Activity	Description	IN	JOE	APP	DATE
B	Mounting tapes prepared in self selected material and without instructions. Outcome criteria: completed by client	90%	90%	90%	11.08.13
A	Client typed notes. Mounting tapes prepared in self selected material and without instructions. Outcome criteria: completed by client	90%	90%	90%	11.08.13

1000 W. 10TH AVE. SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112  
 WWW: WWW.BLOOMINGDALE.COM

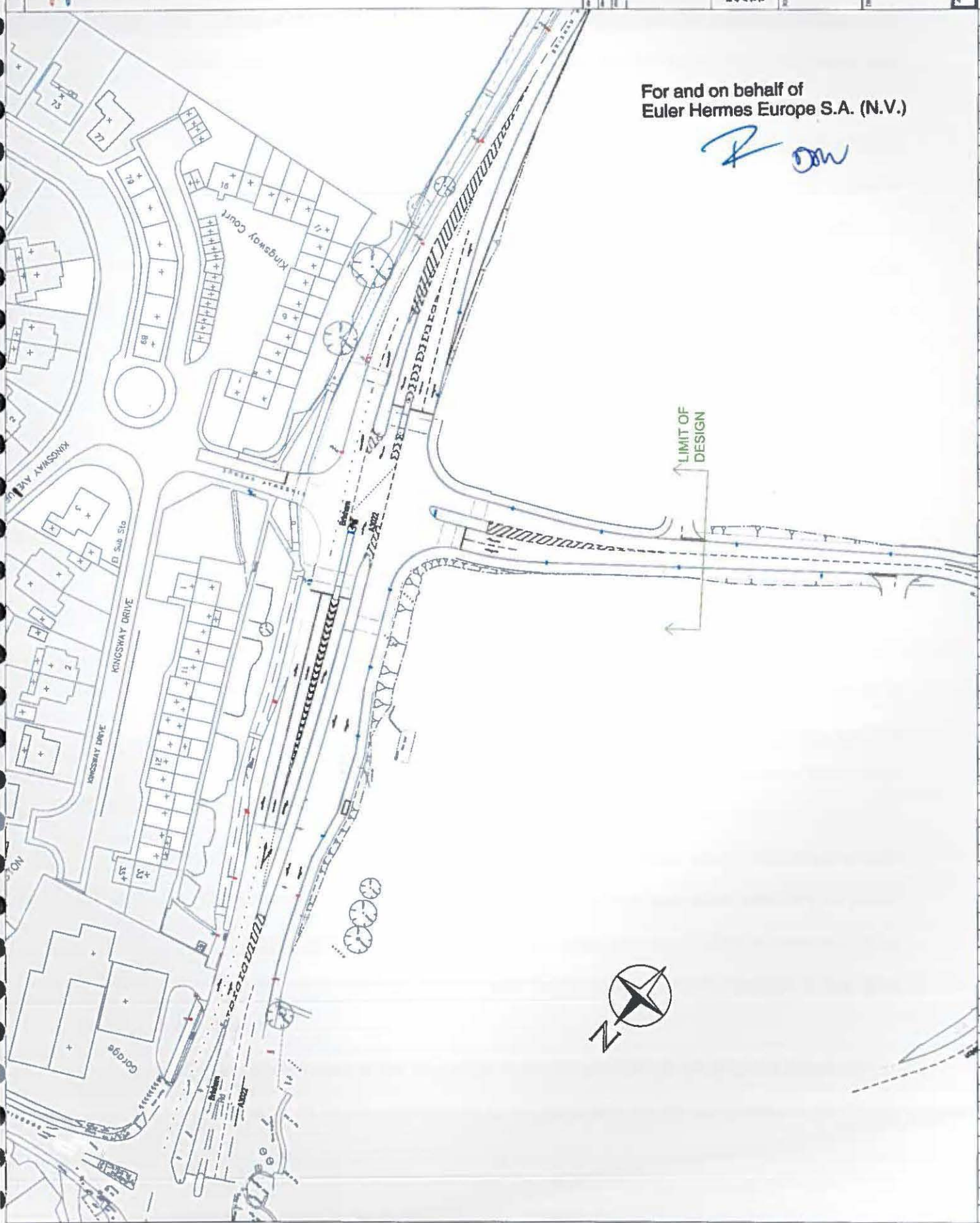
**PROJECT**  
**WHITE ROCK URBAN EXTENSION**  
**TORRAY**

Drawing Title  
SECTION 270/38 AGREEMENT PLAN  
SHEET 2 OF 2

Scale @ A1	Client	Date	Checked	Date	Approved	Date
1"=50'	BCE	05.04.13	07.5	30.03.13	D.L.B.	14.07.13
Project No.	Office	Type	Drawing No.		Revision	
A076529	28	C	1812		B	

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For and on behalf of  
Euler Hermes Europe S.A. (N.V.)

*R on*

DATE

4. Existing Street Lighting Column

5. Proposed Lighting

0.5 Euro 2 CEM 150 with Harnett  
Chromatic, Chromatic and Harnett

Notes

150m Street width  
Harnett CEM 150 with Harnett  
The site is to be controlled by Harnett  
Leaded monitoring system.  
Each luminaire to include a driver compatible  
with the Harnett CEM 150 with Harnett  
A branch code (ref L20M 08M) shall be  
available at a convenient location which  
acts as the main controller unit.

Details obtained from  
support@harnett.com or Tel: 0113  
363 1000 option 5 or Gareth Jahn on  
07743 242748

Comments

Ben CU Phosco ref FRO26177H4262.2  
GPR  
Galvanneal Steel, painted in Torbay  
Green, RAL No. 12 C 30  
with 100% reflective surface  
Prismatic diamond plate and base.

Scale	1:1000 @ A1
Date	Aug 13
Drawn	PA/13/BJ
Check	PA



RESIDENT & VISITOR SERVICES  
48 FLOORS SERVICE HOUSE,  
ABBOT ROAD,  
TORQUAY,  
TQ1 1TP

**White Rock  
Urban Extension  
Paignton**

DRAWING TITLE

**Street Lighting  
design**

Drawing number

all verges service strips service margins vehicular crossings road surface water drainage system (if any) and all other things ancillary thereto;

- 1.13 the "Safety Audit" means a safety audit of the Works and the Highway Works to be carried out in accordance with the advice issued by the Institution of Highways and Transportation
- 1.14 "Security Sum" means the sum of two hundred and forty thousand pounds (£240,000) being Proper Officer's estimated cost of dealing with settling and disposing of claims under the Land Compensation Act 1973 and the Compulsory Purchase Act 1965
- 1.15 the "Specification" means the Highways in Residential and Commercial Estates Design Guide dated January 1996 (as amended) produced by Devon County Council and the Design Guide Exception Report dated April 2003 produced by the Council;
- 1.16 the "Statutory Undertaker" means a "Statutory Undertaker" as defined in Section 329(1) of the Highways Act 1980 and British Telecommunications PLC;
- 1.17 the "Traffic Manager" means the officer appointed by the Council to act as Traffic Manager for the purposes of the Traffic Management Act 2004;
- 1.18 the "Works" means the works specified in Parts 1 and 2 of the Schedule hereto for the making up of the Road or Roads.

## **2. TIMING OF WORKS:**

- (a) **SUBJECT** to the terms, conditions, agreements and undertakings contained in this Agreement the Developer shall carry out and complete the Works and the Highway Works at the Developer's expense in a good and workmanlike manner and with proper materials in accordance in all respects with the Specification and the Drawings to the satisfaction of the Proper Officer and in accordance with permits and approvals granted by the Council or any other statutory or public authorities and (except as may be otherwise provided in this Agreement) shall complete the Highway Works and the Works within 12 months of the date hereof.
- (b) the Council may at the discretion of the Proper Officer grant to the Developer an extension of the period referred to in clause 2(a) for the completion of the Works



and Highway Works PROVIDED that such extension is requested in writing by the Developer and PROVIDED ALSO

- (i) that on the granting of such extension of time (to be confirmed in writing by the Proper Officer) the Developer shall pay to the Council such additional inspection fee (based on the estimated cost of any outstanding works) as shall be agreed between the Proper Officer and the Developer and
  - (ii) the Developer and the Proper Officer shall review the estimated cost of the Works and the Highway Works and such revised estimated cost shall be deemed to be the Default Cost for the purposes of clause 22
- (c) Should the Highway Works not be completed within the time set out in clause 2(a) then the Developer agrees to pay to the Council such sum as would be payable under regulation 9(1) of the Street Works (Charges for Unreasonably Prolonged Occupation of the Highway) (England) Regulations 2009 on the basis that:
- (i) the duration of the Works have exceeded the period set out in clause 74(1)(a) of the 1991 Act, and
  - (ii) the time for the completion of the Works set out in clause is agreed by the parties hereto to be a reasonable period for the purposes of clause 74(1)(b) of the 1991 Act

### **3. HIGHWAY WORKS**

- (a) The Council as the Local Highway Authority hereby grants to the Developer and its servants agents or any contractor of the Developer with all necessary plant and equipment a licence to enter upon the public highway so far as it is necessary for the purposes of executing the Highway Works (including breaking open the surface of the public highway) and inspecting replacing and maintaining the same
- (b) The Developer covenants with the Council that the Developer will at its own expense in relation to the Highway Works observe and perform to the satisfaction of the Council the following requirements obligations and conditions

or any of them outstanding at the date of this Agreement and will immediately do any act or thing required by the Council to remedy any breach of those requirements obligations and conditions:-

- (i) Not to commence any part of the Highway Works before a Programme of Works and a method of carrying out the Highway Works shall have been approved by the Proper Officer such approval not to be unreasonably withheld;
- (ii) Secure at its own expense any necessary approvals required from any Statutory Undertakers emergency services and other public authorities and utilities and comply with all requirements of these;
- (iii) execute the Highway Works and works associated therewith expeditiously causing no unnecessary nuisance to the public;
- (iv) employ a suitably qualified Supervisor to oversee the construction of the Highway Works and to act as liaison between the Contractor and the Council;
- (v) employ a contractor or contractors to carry out the Highway Works who shall be approved by the Proper Officer (such approval not to be unreasonably withheld or delayed) and that all the covenants conditions and obligations contained in this agreement relating to the method of working shall be included in any agreement between the Developer and its contractor and it shall not depart from it without the approval of the Council and the said contractor or contractors shall at all times during the progress of the Highway Works maintain a public liability insurance policy with a member of the Association of British Insurers for at least £5,000,000.
- (vi) comply in all respects with the provisions of the New Roads and Street Works Act 1991

#### **4. OBLIGATIONS TO BE IMPOSED ON CONTRACTOR**

**THE** Developer covenants to include in the conditions of contract of the contractors (or any sub contractors) engaged to carry out the Highway Works the following clauses:-



- (a) The Programme of Works and method of carrying out the Highway Works shall be approved by the Proper Officer and the contractor shall in all cases submit written notice of its intended Programme of Works and any width restrictions or occupation of the public highway to the Proper Officer for his approval in writing at least four weeks in advance of the proposed commencement of those works and the approved Programme of Works and method shall be followed at all times;
- (b) All work on the public highway shall be restricted to dates and times agreed in writing by the Proper Officer in order to minimise delay to vehicular traffic;
- (c) All operations on or affecting the public highway shall be carried out so to have full regard for the safety of the public and to provide and maintain such precautionary works and signs as may be required by the Proper Officer as to avoid risk of danger to both pedestrians and vehicular traffic and (except as may be previously agreed in writing by the Proper Officer) to avoid any interference with the free movement of pedestrians and vehicular traffic;
- (d) The contractor shall in accordance with the agreed Programme of Works be allowed to take possession of so much of the public highway land as may be agreed in writing by the Proper Officer for the carrying out of the Highway Works;
- (e) Where in the opinion of the Proper Officer work affecting the public highway causes excessive traffic congestion the contractor shall immediately suspend that work and remove any plant or equipment that create such restrictions to traffic flows;
- (f) give the Traffic Manager appropriate notice such form of notice to be obtained from the Traffic Manager to comply with the requirements of the Traffic Management Act 2004 of the Developer's intention to commence the Highway Works.
- (g) The Proper Officer may require the contractor to agree to variations to any previously agreed Programme of Works in the event of excessive traffic

congestion resulting from it and the contractor will take all steps to comply with any such request;

- (h) The contractor will comply with the Department of Transport's Specification for Road and Bridgeworks (100 General Series) and shall include the following additional clauses to that specification:-
  - (i) The traffic signs road markings lamps barriers and traffic control signals shall be in accordance with the requirements of the Traffic Signs Regulations and General Directions current at the date of execution of the work Traffic control signals shall be operated in the vehicle actuated mode unless otherwise agreed by the Proper Officer;
  - (ii) Traffic cones and cylinders shall comply with the requirements of BS 873 Part 8 Category A Designation 1;
  - (iii) The contractor shall construct temporary diversion ways wherever he proposes to interfere with the existing public or private roads or other ways over which there is a public or private right of way for any traffic;
  - (iv) The standard of construction and lighting shall be suitable in all respects for the appropriate class of road and the width of any diversion shall not (unless otherwise agreed with the Proper Officer such agreement not to be unreasonably withheld) be less than that of the existing way. The standard of construction shall conform to the requirements of the Council;
  - (v) Temporary white lining is to be provided to all such diversions and laid in accordance with the requirements of the Traffic Signs Regulations and General Directions or otherwise as instructed by the Proper Officer;
  - (vi) Roads accesses and rights of way which are being used by construction traffic shall at all times be kept clean and clear so far as possible of dirt mud and material dropped from vehicles or from tyres arising from such use The contractor shall provide maintain and use suitable equipment for this purpose;



- (vii) The contractor shall at all times ensure that all highway drains affected by its works shall be kept clear of any spoil mud slurry or other material likely to impede the free flow of water in them;
- (viii) The contractor shall provide the Proper Officer with the name and telephone number of a person and his deputy who can be contacted at any time during the day and night and who will be in a position to put into immediate effect any measures considered necessary by the Proper Officer to ensure the safety of the public.

## **5. PROGRAMME OF WORKS**

The Programme of Works shall include details of:-

- (i) The sequence in which each phase of the Highway Works including temporary highway works or temporary access arrangements shall be undertaken;
- (ii) The period of time within which each phase of work shall be completed;
- (iii) Temporary traffic and pedestrian arrangements during the construction of the development of the adjoining land including the means and positions of vehicular and pedestrian access to the development;
- (iv) Such additional plans and details as may be required by the Council to describe each phase of work.

## **6. DECLARATION:**

**THE** Developer hereby declares and warrants to the Council that

- (a) it has and will throughout the duration of this Agreement maintain full right liberty and consent to carry out such works as may be necessary to connect the Road or Roads to a vehicular highway or highways.
- (b) it has obtained all necessary planning consents and the approval of the Proper Officer to the specification plans and Drawings of the Works (such approval not to be unreasonably withheld or delayed)

**7. STATUTORY UNDERTAKERS - CONNECTIONS TO EXISTING SERVICES:**

**THE Developer shall**

- (a) at its own cost and expense advise all Statutory Undertakers who may or do have apparatus or any part of their services affected by the Works or Highway Works
- (b) execute all works or pay any costs that may become due and payable in respect of any further works that are required by any Statutory Undertaker as a result of the Developer undertaking the Works or Highway Works
- (c) before connecting the Road or Roads with any highway or highways maintainable at the public expense give notice to each person board or authority being the Statutory Undertaker for the time being of any service or services laid in upon or under such highway or highways of the proposal to make such connection as if the connection were a work to be executed for the purposes of and were mentioned in Section 48 of the New Roads and Street Works Act 1991 and shall indemnify the Council in respect of the cost of any works or measures considered necessary by any Statutory Undertaker in consequence of the proposal to make such connection.

**8. ACCESS TO THE WORKS/HIGHWAY WORKS AND INSPECTION:**

- (a) **THE Developer shall not cover up any part of the Works or the Highway Works without the approval of the Proper Officer who shall be given the opportunity to examine and measure any work which is about to be covered up and to examine foundations before permanent work is placed thereon. The Proper Officer shall be given at least two working days written notice whenever any such work is ready for examination**
- (b) **THE Developer shall during the carrying out of the Works and the Highway Works give and allow the Proper Officer and any other officer of the Council access to every part of the Works and the Highway Works and the respective sites thereof for the purpose of inspecting the same and all materials used or intended to be used therein and the Developer shall if requested open up for**



inspection any portion of the Works or (as the case may be) the Highway Works which may be covered up and should the Developer decline to comply with such a request the Council may itself open up the Works or (as the case may be) the Highway Works and in the event of any such portion of the same being found (in the reasonable opinion of the Council) to be defective the cost of such opening shall be recoverable from the Developer;

- (c) If any inspection carried out under sub-clause (b) of this clause reveals defects in the Works or the Highway Works the Developer shall carry out remedial works to the satisfaction of the Council;
- (d) The Council will inspect any remedial works carried out under sub-clause (c) of this clause within five working days of a written request from the Developer to do so;
- (e) Following any inspection under sub-clause (d) of this clause the Council shall within five working days of its inspection notify the Developer in writing of its satisfaction with the remedial works PROVIDED THAT in the event of the remedial works being unsatisfactory this process may be repeated as many times as necessary until the defective works have been remedied to the satisfaction of the Council;
- (f) Upon practical completion of the Works and the Highway Works the Developer shall in each case notify the Council in writing of their completion and within fourteen days of receipt of such notice the Council shall carry out a final inspection of the Works or (as the case may be) the Highway Works;
- (g) In the event of the final inspection revealing any defect or defects in the Works or (as the case may be) the Highway Works the provisions of sub-clause (e) of this clause shall apply as if they related to a final inspection or (as the case may be) any phase of the Works or the Highway Works.

**9. PART 1 CERTIFICATE:**

ON completion of the Part 1 Works to the satisfaction of the Proper Officer in all respects the Proper Officer shall issue his Part 1 Certificate to the Developer.

**10. OCCUPATION OF BUILDINGS:**

**NO** new dwelling erected as part of the Development fronting adjoining or abutting onto the Road or Roads and which has its access from the Road or Roads shall be occupied until:

- (a) the Proper Officer has issued his Part 1 Certificate in respect of the Road or Roads or such part of the Road or Roads as will provide the occupier with access to a vehicular highway and where applicable a base course pedestrian access to such highway has been provided; and
- (b) the Road or Roads or such part of the Road or Roads have columns erected ready for lighting in accordance with the Specification and the Drawings and the Developer has arranged with the electricity company for an electricity supply thereto by giving at least six weeks' prior notice in writing or as may otherwise be agreed in writing by the Proper Officer.

**11. COMPLETION OF HIGHWAY WORKS**

**ON** completion of the Highway Works to the satisfaction of the Proper Officer in all respects the Proper Officer shall issue the Certificate of Substantial Completion and from the date thereof the maintenance period of twelve months for the Highway Works shall commence to run

**12. PART 2 CERTIFICATE:**

**ON** completion of the Part 2 Works for the Road or Roads to the satisfaction of the Proper Officer in all respects and subject to:-

- (a) the prior issue of a Certificate of Substantial Completion of the Highway Works;
- (b) all new dwellings constructed as part of the Development which are fronting or which are proposed shall front the Road or Roads having been constructed to roof level; and
- (c) any new sewer required as part of the Development constructed under the Road or Roads under an agreement under Section 104 of the Water Industry Act 1991 ("the 1991 Act") has been certified as being or having been on maintenance or



has been the subject of a declaration made by the relevant Water Authority pursuant to Section 102 of the 1991 Act

the Proper Officer shall if issue his Part 2 Certificate to the Developer and from the date thereof:-

- (d) the maintenance period of twelve calendar months for the Works shall commence to run;
- (e) the Road or Roads shall become a highway or highways and remain forever open for use by the public at large;
- (f) the Developer shall remain the street manager for the purposes of Section 49(4) of the New Roads and Street Works Act 1991 and any statutory modification or re-enactment thereof until such time as the Road or Roads shall become a highway or highways maintainable at the public expense.

**13. OBLIGATIONS DURING THE MAINTENANCE PERIOD FOR THE WORKS:**

**DURING** the Maintenance Period for the Works:

- (a) the Developer at his own expense shall maintain the Works including all grassed and planted areas and carry out such routine maintenance as may be necessary to facilitate use by vehicles and pedestrians;
- (b) the Council at its own expense shall undertake routine maintenance of and be responsible for payment for energy for all street lights and illuminated traffic signs.

**14. OBLIGATIONS DURING THE MAINTENANCE PERIOD FOR THE HIGHWAY WORKS**

**DURING** the Maintenance Period for the Highway Works the Developer shall maintain the Highway Works and for the purposes of this clause and for the avoidance of doubt the Developer shall not have any obligations in respect of cyclic maintenance such as sweeping cleansing and provision of street lighting and other functions normally performed by the Council in respect of highways maintained at public expense.

**15. FINAL CERTIFICATE FOR THE WORKS AND THE HIGHWAY WORKS**

**PRIOR** to the expiration of the respective maintenance periods for the Works and the Highway Works the Developer shall forthwith at his own expense reinstate and make good any defect or damage which may have arisen from any cause whatsoever or be discovered during the respective maintenance periods (including in the case of the Works any defect in or any damage to the road surface water drainage system) of which he has been notified in writing by the Proper Officer so that the Works or (as the case may be) the Highway Works comply with the Specification.

**AND THEN PROVIDED THAT:**

- (a) the Developer has paid to the Council all amounts due to the Council under this Agreement; and
- (b) any necessary reinstatement or other works have been completed to the satisfaction in all respects of the Proper Officer; and
- (c) the Developer has (in the case of the Works) delivered to the Proper Officer drawings showing the works as constructed

the Proper Officer shall issue his Final Certificate to the Developer in respect of the Works or (as the case may be) the Highway Works.

**16. GRANTS OF RIGHTS OF DRAINAGE:**

**BEFORE** the issue of his Final Certificate in respect of the Works by the Proper Officer the Developer shall without cost to the Council execute or procure the execution by all necessary parties of such deeds as are in the opinion of the Council necessary to secure to the Council full drainage rights in respect of such parts of the surface water drainage system of the Road or Roads as are situate outside the limits of the Road or Roads and the Council shall not be liable for the payment of compensation or legal or any other costs or fees arising on account of the execution of any such deeds.

**17. ADOPTION:**

**UPON** the issue of the Final Certificate in respect of the Works the Road or Roads shall become a highway or highways maintainable at the public expense.



**18. DETERMINATION BY THE COUNCIL:**

IF the Developer fails to perform or observe any of the conditions stipulations or obligations on his part contained herein and has been provided with a reasonable period in which to rectify such failure of the conditions stipulation or obligations and has failed to do so or if a receiving order in bankruptcy is made against him or if the Developer is being wound up or if the Developer enters into a composition or scheme of arrangement (otherwise than for the purpose of amalgamation or reconstruction) the Council may without prejudice to any of its rights claims or remedies against the Developer in respect of such non-performance or non-observance determine this Agreement (except for Clauses 19, 20 and 21 hereof) by notice in writing signed by the Proper Officer and delivered to the Developer or sent by post to the address stated in this Agreement.

**19. POWER TO EXECUTE WORKS IN DEFAULT:**

WITHOUT prejudice to Clauses 2 and 18 hereof if the Developer fails to execute or complete the Works in accordance with the Developer's obligations hereunder the Council shall after not less than twenty-eight days notice in writing to the Developer be entitled to execute or complete the Works in default by its own employees or by contract or otherwise and to recover the cost as certified by the Proper Officer from the Developer

**20. POWER TO EXECUTE HIGHWAY WORKS IN DEFAULT**

IF the Developer fails to execute the Works or the Highway Works in accordance with any previously agreed Programme of Works (unless prevented from doing so by matters beyond the control of the Developer when the period for completion of the Highway Works or the relevant part of them shall be extended by such reasonable period as shall be appropriate to the circumstances of delay) or if work shall (without the prior agreement of the Council) cease for more than one month or if the Developer shall go into voluntary or compulsory liquidation or if interim works are required in the interests of public safety then the Council may under Sections 278 and 296 of the Highways Act 1980 and after service of notice carry out any works it deems necessary

in order to meet the requirements of this agreement (if necessary entering onto the adjoining land for the purpose) and may then recover the reasonable and proper cost of those works from the Developer who shall reimburse the Council on demand.

**21. DEFECTIVE OR DANGEROUS WORKS**

**UNTIL** the Road or Roads become a highway maintainable at the public expense pursuant to this Agreement the Developer shall keep it or them and the several parts thereof in a reasonable state of repair having regard to the progress of the building works abutting on such several parts thereof and shall reinstate and make good any defects in or damage to the Works which shall or may appear to arise occur or become manifest to the Proper Officer and the Proper Officer may by notice require the Developer to make good any portion of the works which he reasonably considers to be defective damaged or dangerous and require the making good or reconstruction of the same by the Developer Without prejudice to Clauses 2 and 18 hereof if the Developer fails to reconstruct or make good the same in accordance with the requirements of the Proper Officer the Council shall after not less than seven days notice in writing to the Developer (except in case of emergency) be entitled to reconstruct and make good the portion of the works which is defective damaged or dangerous by its own employees or by Contractors or otherwise and to recover the cost as certified by the Proper Officer from the Developer.

**22. SURETY'S OBLIGATIONS**

- (a) IF the Developer at any time fails to perform or observe any of the conditions, stipulations or obligations on his part contained in this Agreement and has been provided with a reasonable period in which to rectify such failure of the conditions stipulation or obligations and has failed to do so or if the Developer is adjudged bankrupt or if the Developer is being wound up or if the Developer enters into a composition or scheme of arrangement (otherwise than for the purpose of reconstruction or amalgamation) the Proper Officer may without prejudice to any statutory rights or powers or any other right claim or remedy under this Agreement



(and in particular but without prejudice to the generality of this clause the rights of the Council pursuant to Clauses 19, 20 and 21 hereof) send to the Surety notice in writing (hereinafter referred to as the "**Default Notice**"):

- (i) specifying the work (hereinafter referred to as the "**Default Work**") to be carried out in order that the Works (and/or the Highway Works) may be executed, carried out or completed as the case may be in accordance with this Agreement; and
  - (ii) containing an estimate by the Proper Officer of the cost of the carrying out of the Default Work and the cost of maintaining the Works (and/or the Highway Works) for a period of twelve months prior to the road or roads becoming maintainable at the public expense and also a statement of the amount of the usual establishment charges of the Council (together hereinafter referred to as the "**Default Cost**") which cost shall not exceed –
    - (1) the sum of £2,025,920.00 being the estimated cost;
    - (2) the sum of £1,012,960.00 on and after the issue of the Part 1 Certificate
    - (3) the sum of £202,592.00 on and after the issue of the Part 2 Certificate
- (b) Within twenty-eight days after the Surety has received the Default Notice the Surety shall
- (i) pay the Default Cost to the Council; or
  - (ii) send to the Council notice in writing (hereinafter referred to as the "**Surety's Counter Notice**") of the intention of the Surety to carry out the Default Work.
- (c) If the Surety having sent the Surety's Counter Notice to the Council fails to start the default work within fifty-six days after the Surety received the Default Notice the Surety shall forthwith pay the Default Cost to the Council with simple interest thereon at the rate of four per cent per annum above the prevailing base rate from time to time of Barclays Bank plc calculated from the date on which the Surety received the Default Notice.

- (d) If the Surety having sent the Surety's Counter Notice to the Council starts the Default Work and the said work is not completed within four months after the Surety's Counter Notice was received by the Council or within such further period as may be agreed by the Council the Surety shall subject to sub-clause (e) forthwith on demand by the Proper Officer pay to the Council such sum as the Proper Officer may determine as being the cost of carrying out any of the Default Work not carried out by the Surety or the cost of maintaining the Works for the period of twelve months prior to the Road or Roads becoming maintainable at the public expense as may be the case (or as being the cost of both) and also pay to the Council the amount determined by the Proper Officer as being the amount of the appropriate usual establishment charges of the Council;
- (e) The sum payable under sub-clause (d) shall not exceed the Default Cost and the covenant in Clause 22(c) shall apply with respect to such sum and on the issue of the Final Certificate the Surety shall be released from all liability hereunder;
- (f) For the purposes of this Agreement a demand stated to be made hereunder and signed or purportedly signed on behalf of the Council shall be conclusive as to the Surety's obligations to pay the amount demanded and there shall be no obligation or duty whatsoever on the Surety to consider the alternative set out in (b) (ii) above.

**23. COUNCIL'S COVENANTS:**

**THE** Council hereby covenants with the Developer and the Surety for the benefit of all building plots fronting and adjoining or abutting the Road or Roads and for each and every one of them to

- (a) use reasonable endeavours to mitigate any loss or damage sustained by reason of any default by the Developer by taking such reasonable steps as the Council shall think fit; and
- (b) to refund to the Developer the Security Sum (if deposited) or release such major reputable clearing bank or insurance company (or other third party reasonably acceptable to the Council) who has provided any covenants in respect of the



Security Sum less any amounts applied to the payment of compensation under the Land Compensation Act 1973 and/or section 10 of the Compulsory Purchase Act 1965 such refund to take place within 28 days of the 7th anniversary of the issue of the last of the Part 2 Certificates (save in relation to outstanding claims)

**24. ASSIGNMENT:**

**THIS** Agreement may not be assigned by the Developer without the consent of the Council such consent shall not be unreasonably withheld provided that the Council may require bonding as a condition of such an assignment.

**25. ARBITRATION:**

**IN** the event of any dispute arising out of this Agreement the same shall be referred to a sole arbitrator to be agreed between the parties or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers and in this respect this Agreement shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory re-enactment or modification thereof

**26. COMPLIANCE WITH COMMUNICATION POLICY**

- (a) if in the opinion of the Proper Officer the Developer fails to comply with the Communication Policy (in the form annexed hereto) then the Proper Officer may serve notice upon the Developer that the licence granted by this Agreement to carry out the Works on the public highway is suspended with immediate effect
- (b) should notice be served pursuant to clause 7.2(a) the Developer will immediately cease carrying out works on the public highway until the Communication Policy has been complied with and the Proper Officer gives notice to the Developer that it may continue carrying out the Works.

**27. INDEMNITY AND DEPOSIT**

- (a) **THE** Developer shall indemnify and keep indemnified for seven (7) years from the issue of the last of the Part 2 Certificates the Council against
  - (i) any actions costs claims demands expenses and proceedings arising out of the undertaking of any of the Works or the Highway Works which are

- due to any acts or defaults of the Developer or its contractor whether directly or indirectly during the course of their construction or during the ensuing maintenance period other than those arising out of or in consequence of any act neglect default or liability of the Council;
- (ii) all claims pursuant to section 10 of the Compulsory Purchase Act 1965 and all claims and liabilities under the Land Compensation Act 1973 (or any statutory modification or re-enactment of either statute) arising from the carrying out or the use of the Works and the Highway Works. Prior to the commencement of the Works and the Highway Works the Developer shall carry out such surveys as may be deemed necessary by the Council to define the levels of physical factors as specified in the said Acts;
  - (iii) all reasonable and proper costs and expenses incurred by the Council relating to sub-clauses 27(a)(i) and 27(a)(ii) including legal surveyors and other costs and expenses of the Council or their agents or contractors in dealing with settling and disposing of such claims
- (b) PRIOR to the issue of the Certificate of Substantial Completion of the Highway Works or the issue of the Part 2 Certificate for the Works the Developer shall either:-
- (i) deposit the Security Sum with the Council; or alternatively
  - (ii) ensure that a major reputable clearing bank or insurance company (or other third party reasonably acceptable to the Council) covenants with the Council to indemnify the Council against the costs of dealing with settling and disposing of claims referred to in clauses 27(a)(i) and 27(a)(ii) hereof
- (c) THE Security Sum shall be reviewed on the third anniversary of the issue of the Part 2 Certificate and if it is considered by the Council, acting reasonably, that the level of claims likely to be made under clauses 27(a)(i) and 27(a)(ii) is less than the Security Sum the Security Sum will be reduced accordingly and any surplus repaid to the Developer. For the avoidance of doubt the Security Sum can only be decreased in value.

- (d) NOTWITHSTANDING clause 25 in the event of a dispute about the level of the Security Sum the same shall be referred to a member of the Royal Institute of Chartered Surveyors with at least 10 years' experience for determination of the level of the Security Sum which should be retained by the Council.
- (e) FOR the avoidance of doubt on the day which is seven years and one day from the date of the issue of the last of the Part 2 Certificates the Developer's indemnity under this clause 27 will cease and the Developer will have no further liability to the Council (save for valid claims which have been received by the Council before such date which have not yet been settled)

**28. DEFECTIVE DESIGN**

IF during the execution of the Works or the Highway Works any defect error or omission shall be found either in any approved plans specifications details and drawings or in any survey undertaken by or on behalf of the Developer or the highway shall be found to be unsuitable for the Highway Works all defects errors omissions alterations modifications remedial works or wants of repair or making good shall be undertaken at the sole expense of the Developer

**29. CONSENTS AND APPROVALS**

WHERE under this agreement the consent or approval of any party is required that consent or approval shall not be unreasonably withheld or delayed.

**30. NOTICE**

ANY notice required to be served under this agreement shall be in writing and shall be validly served if delivered to the relevant party or if sent by registered or recorded delivery post as set out below:

- (a) in the case of the Council to Highways and Engineering Department, Town Hall, Castle Circus, Torquay TQ1 3DR;
- (b) in the case of the Developer at address shown in this Agreement with a copy sent to Deeley Freed Limited at 9 Whiteladies Rd, Bristol BS8 1NN.
- (c) In the case of the Surety at the address shown in this Agreement



### **31. SUPPLEMENTAL DRAWINGS ETC**

All subsequent drawings specifications licences agreements letters and documents relating to any matter contained or referred to in this agreement shall be signed by or on behalf of the parties to this agreement as appropriate and shall be deemed to be supplemental to this agreement and the stipulations and conditions contained in this agreement shall apply to all such drawings specifications licences agreements letters and documents as if the same were incorporated in and formed part of this agreement unless the parties specifically agree otherwise.

### **32. INSPECTION FEE AND OTHER PAYMENTS**

The Developer agrees as follows:-

- (a) on completion of this Agreement the Developer shall pay to the Council
  - (i) the sum of £121,555 in respect of the costs incurred by the Council in inspecting the Works and the Highway Works PROVIDED THAT receipt by the Council of the payment of such sum shall not create any contractual relationship between the Council and the Developer nor absolve the Developer from any liability or obligation imposed upon him by the terms of this Agreement or by statute or at common law and the Council will not be liable for any loss damage or injury which the Developer may sustain by reason of insufficient or faulty inspection of the Works by the Council;
  - (ii) the Council's reasonable legal costs in connection with the preparation and completion of this Agreement;
- (b) to pay the Council's reasonable costs in applying for and making any Traffic Order required or recommended by a Safety Audit;
- (c) to pay the Council's reasonable costs in preparing any required amendment or variation of the this Agreement; and
- (d) prior to the issue of the Part 2 Certificate the Developer shall pay to the Council
  - (i) the Council's valuer's costs in calculating the Security Sum such costs not to exceed £500;

- (ii) the sum of £34,000 as a commuted sum for onwards maintenance of the traffic signals shown on the Drawings;

**33. SAFETY AUDIT**

The Council shall undertake a Safety Audit both at the design stage and upon completion of the Works. The Developer shall not less than 14 days before the Works and the Highway Works are due to be completed give to the Council written notice of this. Upon service upon it of the reports of a Safety Audit the Developer shall undertake at its own expense such additional or alternative works within the public highway or any other land owned or under the control of the Developer as are reasonably necessary to comply with the recommendations therein. The Developer shall pay to the Council within 28 days of demand the whole of the Council's reasonable costs in undertaking any Safety Audit.

**34. COUNCIL AS A PUBLIC AUTHORITY**

- (a) Nothing contained in this Agreement shall in any way prejudice or be construed to prejudice the statutory rights powers duties and authority conferred upon the Council as local authority and by entering into this Agreement the Council does not warrant or guarantee that any Traffic Orders as referred to on the Drawings will be made or confirmed.
- (b) Without prejudice to sub-clause 34(a) hereof if a Safety Audit requires or recommends that any Traffic Order be introduced on or in the vicinity of the Highway Works the Proper Officer will apply for these to be made

**35. STAMP DUTY LAND TAX**

The Developer shall indemnify the Council against all Stamp Duty Land Tax which may be payable pursuant to this Agreement.

**36. DEVELOPER MAY BE CALLED UPON TO TRANSFER LAND**

If and when called upon by the Council to do so within 21 years of the date of this agreement the Developer shall prove his title to the land on which the Road or Roads have been constructed and shall upon the payment of £1.00 transfer the freehold estate to the land to the Council or its nominee with full title guarantee.

**37. COUNTERPARTS**

This Agreement can be executed in any number of counterparts all of which taken together shall constitute one and the same binding instrument. Any party to this Agreement may enter into this Agreement by executing any such counterpart.

**IN WITNESS** whereof the parties hereto have executed this Deed the day and year first before written



## **SCHEDULE**

### **Part 1**

1. All highway drainage
2. All other drainage contained within the highway
3. All kerb foundations and where appropriate kerbs including lowering at vehicle crossings and pram-ramps
4. Carriageway sub-base road base and any supporting structures thereto
5. Carriageway base course
6. Demarcation of sight lines and clearance of vision splays
7. Footways and carriageways to binder course level

### **Part 2**

8. All outstanding kerbing not completed in Part 1
9. Pedestrian ways
10. Footway and carriageway wearing course
11. Vision splays and verges
12. Street lighting and street furniture
13. Street name plates
14. Road markings
15. All other works described in the Specification and shown in the Drawing

### **PART 3**

#### **The Highway Works**

The works necessary on those parts of the Land which are public highway to construct the Road or Roads as set out in the Programme of Works and as shown on the Drawing in accordance with the terms of this Agreement to the reasonable satisfaction of the Proper Officer.

## **ANNEX – THE COMMUNICATIONS POLICY**

# Street Works and Works for Road Purposes.

## Communications Policy

### Legislation :-

The Code of Practice for the Co-ordination of Street Works under the New Roads and Street Works Act 1991 requires that Street Authorities and Undertakers endeavour to ensure that their works are planned in such a way as to minimise inconvenience to all road users.

In order to ensure the public is aware who is responsible for the works, it is important that the promoting undertaker gives advance information and warning to affected frontagers. This will include details of alternative access arrangements or any other form of mitigating action as appropriate.

The Traffic Management (TMA) Act Part 3 & 4 is expected to extend this requirement to Highway Authorities.

The TMA sets out the categories of noticing and includes the amount of advanced notice required for service of notice for each category. This report will indicate each category of work and at what point the public and particularly frontagers directly affected by the works should be notified of the activity and given the opportunity to contact the promoting engineer. The decision on when to consult with the public on the design of any proposed scheme is not considered within this report.

Notices are to be submitted to the Street Works Co-ordinator for inclusion within the Street Works Register on the form HMF 001 for application for Temporary Prohibition of Traffic or HMF 002, other works shown below. The register will be available for inspection by Statutory Undertakers and members of the public.

### Categories of Work

#### Major Works

Activities that have been identified in an organisations annual operating program or which are normally planned or known about at least six months in advance of the proposed start date

or

Works that require a temporary traffic order or works that have a planned duration of greater than 10 days and where there is incursion into the carriageway.

Required advanced notice – 3 Months

#### Standard Activities (Major)

Works that require traffic control or temporary prohibition of traffic on a traffic sensitive street

Or



Duration of works is greater than 4 days on non traffic sensitive streets and traffic control is required.

Required advanced notice – 2 months

#### Standard Activities (Minor)

Works on a traffic sensitive street that do not require traffic control.

Or

Works on a non traffic sensitive street with traffic control for 4 days or less.

Required advanced notice – 20 days

#### Minor Activities

Works with no traffic control on non traffic sensitive streets.

Required advanced notice - 3 days.

#### Immediate works

Emergency or Urgent works

Notify 2 hours after starting works.

The above are minimum notice periods and wherever possible, greater advanced notice should be given. Works will not be permitted to be undertaken without the appropriate notice being submitted.

Traffic control includes the use of lane closures, priority flow, temporary traffic lights, stop go boards etc.

#### Notification to the Public.

It is essential that the public are given information on works that are likely to affect the normal use of the highway, at the earliest opportunity. When a persons access to property is obstructed as a result of works, advanced notification must be given in writing prior to the commencement of the works. The period of notification will depend upon the type of works being undertaken but will be a minimum of 3 days in advance of the start of the works. Where the works are of an emergency nature, the written notification will be as soon as practicable after the commencement of the works and no later than within 1 day of the start.

There are various ways in which notification can be achieved but the use of them either singularly or in combination, will result in the highway user being aware of:-

- a) what works are being undertaken
- b) when they will start
- c) how long they will take
- d) an indication of the anticipated disruption
- e) any traffic control / temporary prohibition of traffic
- f) contact details for the works promoter.

The works promoter will be responsible for identifying the level of notification required from one or all of the following:-

**Press Release** – normally associated with Major Works and instigated 1 month prior to the start date of the scheme, consisting of an news feature or public notice within the local paper advertising the scheme. It would not necessarily be expected to incorporate details of traffic management or access issues. This is also an opportunity to demonstrate the investment in the highway network, benefits and improvements being established for the public.

Where the press release is to comply with the requirements of the New Roads and Street Works Act 1991, Section 58, 3 months notice is required.

**Written correspondence - Stakeholder**

Consultation with Chambers of Trade, Freight Transport Associations, Public Transport operators and frontagers at least 1 month prior to start of works. If works are to be conducted during summer periods, approaches to Christmas or school holidays, consideration should be given to extending the notice period to 2 months.

**Written correspondence - Frontager**

With frontagers being directly affected by works. If the works are being conducted in a commercial area, consideration must be given to notifying business adjacent to the works as well as those directly affected.

**Information board on street** – Sign placed on the highway at the site of the works for each direction of traffic indicating the commencement of works, start date, duration, contact number and brief description of works. Placed out on site at least 7 days prior to works commencing.

**Information board during works** – to be included with the site safety equipment, an ID board must be placed indicating the promoting authority, contractor name and 24 hour contact telephone number. This is a requirement of Chapter 8 of the Traffic Signs Manual.

**Weekly Road Works Report**

The use of temporary traffic control will be notified to the street works team and will be included upon a weekly distributed Road Works Report. This report delivered electronically to the business community, public transport operators and media and is made available for viewing on the Torbay Council website. The report will be issued on a Thursday detailing works commencing on the following Monday and within 14 days thereafter and can be treated as an part of the notification process. Applications for temporary traffic control must be issued 7 working days prior to the intended start date and Temporary Prohibition of Traffic applications issued 4 weeks prior to intended start date. Exceptions will be for emergency / urgent works only.

Below is a matrix of the category of works and the type of notification to public required.

Category of Work	Press Release	Written (Stakeholder)	Written (Frontager)	Info Board
Major	3 – 6 months	1 month	2 weeks	7 days

Standard (Major)	1 month (optional)	1 month	2 weeks	7 days
Standard (Minor)	N/A	N/A	7 days	7 days
Minor	N/A	N/A	3 days	N/A
Immediate*	N/A	N/A	Within 1 day	Within 1 day

\* Notification will depend upon the estimated duration of the works and the effect on traffic movement but could include a press release or / and written correspondence. Works that are being conducted within normal working hours and comply with the following circumstances, will not require prior notification to the public:-

- a) Works that do not encroach on the carriageway surface and are not adjacent to residential / commercial property.
- b) Works duration less than 30 minutes.

When notifying frontagers of intended works, it must be indicated on the correspondence whether there is likely to be any direct obstruction to a persons access to property. Where there is an access issue, the promoting officer must be available to discuss with occupiers access requirements with particular regard to persons with disabilities. Every effort must be made to accommodate the needs of the occupier.

Works that encroach upon the carriageway, including temporary walkways, will be considered as having an effect on not only the frontagers of the street but also the general user of the highway. Greater notice periods are required under these circumstances in order to notify a wider range of users of the highway of the works together with the use of information boards for travelling public.

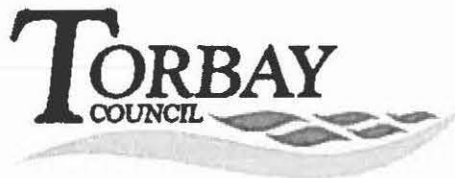
#### Street Authority Co-ordination

It is a requirement upon the Authority to co-ordinate works through the quarterly Local Area HAUC meetings. All Major Works to be undertaken within a six month period from the date of the meeting must be notified through the HAUC meeting to all Statutory Undertakers as a requirement of the Code of Practice, Co-ordination of Street Works and Works for Road Purposes.

Section 58 of the New Roads and Street works Act 1991 offers the Street Authority the opportunity to issue notice upon Statutory Undertakers of substantial roadworks. The notice will be issued 3 months prior to the commencement of the activity and will give details of the works, start date and nature of the activity.

In conjunction with the HAUC schedules and publication of the notice in the press, the Authority can prevent a utility company from undertaking planned works in the affected street for a period of 12 months. There are work types that are exempt from this requirement including urgent / emergency works or the provision of a service to a customer of the utility company.





Ref No – HMF 001

Issue 6

## Highway and Engineering

### REQUEST FOR TEMPORARY PROHIBITION OF TRAFFIC

Applications must be received 4 weeks before the anticipated start date of the closure and be submitted with a plan / sketch of the exact location of the area / section affected.

This application is to be completed by the applicant or his nominated contractor and returned to :

Street Works Co-ordinator  
Highways and Engineering  
Roebuck House 4<sup>th</sup> Floor  
Abbey Road  
Torquay

TQ2 5TF. E-Mail – Streetworks@torbay.gov.uk Tele. (01803) 207740 Fax.  
(01803) 207639

**NOTE :** A five day consultation period will be undertaken before approval is considered. Approval of this application does not affect any other statutory obligations.

Road Name : \_\_\_\_\_

Section / Location of Works : \_\_\_\_\_

Town : \_\_\_\_\_

Start Date : \_\_\_\_\_ Completion Date : \_\_\_\_\_

Timing of Closure : From : \_\_\_\_\_ hrs To : \_\_\_\_\_ hrs All Day : ☐

Reason For Closure : \_\_\_\_\_

Closure : Full ☐ Lane ☐ Give Direction : \_\_\_\_\_

Contact Name : \_\_\_\_\_ Organisation : \_\_\_\_\_

Telephone Number - Day Time : \_\_\_\_\_ 24 Hour : \_\_\_\_\_

Contact Address : \_\_\_\_\_

Other Information : \_\_\_\_\_

Fax Number : \_\_\_\_\_ E-Mail Address : \_\_\_\_\_ Signing \_\_\_\_\_

Schedule Required : Yes : ☐ No : ☐

**DECLARATION**

I agree that I or my nominated contractor will be responsible for :

- a) Providing, placing and maintaining all road closed and diversion signs indicated in correspondence or plan.
- b) Giving advanced warning to residents / businesses effected by the closure, and ensure access is maintained to their satisfaction.
- c) Ensuring removal of said signs on completion of the works.
- d) Providing signs in accordance with Traffic Signs Manual, with a 24hr contact telephone number on advanced warning sign.
- e) Reopening road as soon as works are complete and informing Council if timings are different from those requested.
- f) Any appropriate Public Insurance Liability.

I understand that I will be liable for Torbay Councils costs incurred in connection with the closure which are payable in advance.

Charges -	Under 5 working days (no traffic order)	£223.50
	Over 5 working days (with traffic order)	£631.60

The provision of mandatory advisory signing of the closure is my responsibility and is not included in the fees payable to Torbay Council.

I confirm that consultation will be undertaken prior to the closure with residents, local businesses, schools etc of effected streets, advanced notice boards will be placed out on the effected street 7 days prior to the closing date and information will be published in the local newspaper as appropriate.

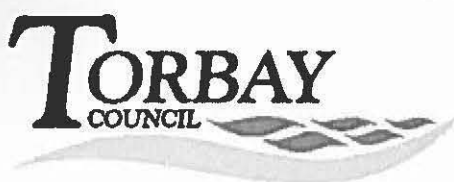
SIGNED : \_\_\_\_\_ DATE : \_\_\_\_\_

Office Use Only : The above application has been received and the following traffic management is proposed : \_\_\_\_\_

**Consultation :** Please supply any comments within 5 days of receipt

Police : ☐ Fire : ☐ Ambulance : ☐ Public Transport : ☐ Other : ☐

Street Works Co-ordinator :



Highway and Engineering  
(Internal Use Only)

Ref No – HMF 002

Issue 2

## Proposed Highway Works

Occupation of the Highway  
(For Road Closures use form HM 001)

### Works Promoter

Road Name : \_\_\_\_\_ Town : \_\_\_\_\_

Location of Works : \_\_\_\_\_

Works will affect CW ☐ FW ☐ Both ☐

Type of Works : \_\_\_\_\_

Anticipated Traffic Control : \_\_\_\_\_

Start Date : \_\_\_\_\_ Completion Date : \_\_\_\_\_

24 Hour Contact Number \_\_\_\_\_

Other Information : \_\_\_\_\_

Signed : \_\_\_\_\_ Date : \_\_\_\_\_

Co-ordinator

Agreed Start Date: \_\_\_\_\_



**Times of day to avoid :**

**Any other schemes in conflict :**

**Any other information :**

**Signed**

**Date :**